

REQUEST FOR SELECTION

OF

SOLAR PROJECT DEVELOPERS (SPDs) FOR
SETTING UP 600 MW

GRID CONNECTED SOLAR PV POWER PROJECTS
IN
JHANSI SOLAR PARK, UTTAR PRADESH

RfS No:01 /UPNEDA/Jhansi Solar Park/2024

Dated: 09.03.2024

Issued By:



Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)
(Dept. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow-226010
Tel. No. : 0522-2720652, Mob: 9415609007
Website: www.upneda.org.in E-Mail: compneda@rediffmail.com

WITH:



TUSCO LIMITED

(Joint Venture Company of THDCIL and UPNEDA)
AS SOLAR POWER PARK DEVELOPER (SPPD)
4th Floor, UPNEDA Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow-
226010.

March 2024

DISCLAIMER

1. This Request for Selection (RfS) document is not an agreement or offer by the UPNEDA to the prospective Bidders or any other party. The purpose of this RfS is to provide interested parties with information to assist the formulation of their Bid. This RfS is based on material and information available in public domain.
2. This RfS, along with its Formats, is not transferable.
3. While this RfS has been prepared in good faith, neither UPNEDA nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RfS.
4. Neither UPNEDA Representative, nor its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfS, any matter deemed to form part of this RfS, the award for supply of power, the information supplied by or on behalf of UPNEDA or its employees, any consultants or otherwise arising in any way from the selection process for the said supply of power
5. This RfS is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RfS. This RfS may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfS. The assumptions, assessments, Statements and information contained in this RfS, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfS and obtain independent advice from appropriate sources.
6. UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RfS. UPNEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfS.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

Place: Lucknow

Date: 9.03.2024

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of SPDs for Setting Up 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh				
(B)	RfS NO. & DATE	RfS No:01 /UPNEDA/Jhansi Solar Park/2024 dated 09.03.2024				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">SINGLE BID SYSTEM</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;">Yes</td> </tr> </table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	<input type="text"/>					
TWO BID SYSTEM	Yes					
(D)	TYPE OF RfS/ TENDER	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	Yes	MANUAL	<input type="text"/>
E-TENDER	Yes					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Documents				
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 25,000/+18% GST=INR 29,500 (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted either through NEFT/ RTGS transfer in the account of UPNEDA, or in the form of DD/ Pay Order along with the response to RfS in favour of Director, UPNEDA”, payable at “Lucknow</p>	APPLICABLE	Yes	NOT APPLICABLE	<input type="text"/>
APPLICABLE	Yes					
NOT APPLICABLE	<input type="text"/>					

(G)	DOCUMENT PROCESSING FEE	<table border="1" data-bbox="703 219 1262 405"> <tr> <td data-bbox="703 219 995 331">APPLICABLE</td> <td data-bbox="995 219 1262 331">Yes</td> </tr> <tr> <td data-bbox="703 331 995 405">NOT APPLICABLE</td> <td data-bbox="995 331 1262 405"></td> </tr> </table> <p data-bbox="679 421 1414 689">Rs. 5 Lakh + 18% GST for each Project \geq 50 MW up to 90 MW Rs. 15 Lakh + 18% GST for each project of 100 MW and above capacity to be submitted either through NEFT/RTGS transfer in the account of UPNEDA, or in the form of DD/Pay Order along with the response to RfS in favour of “Director, UPNEDA”, payable at “Lucknow”, to be submitted either through NEFT/RTGS.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	EARNEST MONEY DEPOSIT	<table border="1" data-bbox="679 696 1358 853"> <tr> <td data-bbox="679 696 1034 779">APPLICABLE</td> <td data-bbox="1034 696 1358 779">Yes</td> </tr> <tr> <td data-bbox="679 779 1034 853">NOT APPLICABLE</td> <td data-bbox="1034 779 1358 853"></td> </tr> </table> <p data-bbox="679 891 1414 1093">INR 9,52,000 (Indian Rupees Nine Lakh, Fifty-Two Thousand Only)/ MW to be submitted either through Bank Guarantee/POI from REC/IREDA/PFC (in lieu of BG) in favour of Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), along with the response to RfS</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	PERFORMANCE BANK GUARANTEE	<table border="1" data-bbox="679 1135 1358 1292"> <tr> <td data-bbox="679 1135 1034 1218">APPLICABLE</td> <td data-bbox="1034 1135 1358 1218">Yes</td> </tr> <tr> <td data-bbox="679 1218 1034 1292">NOT APPLICABLE</td> <td data-bbox="1034 1218 1358 1292"></td> </tr> </table> <p data-bbox="679 1330 1414 1487">INR 23,80,000 (Indian Rupees Twenty-Three Lakhs Eighty Thousand Only)/ MW or as amended later on, in form of BG/POI by IREDA/REC/PFC in lieu of BG in favour of Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), along with the response to RfS.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	SOLAR PARK CHARGES	<p data-bbox="679 1538 1414 1637">These are the charges payable by SPD/SPG to SPPD (TUSCO) towards Park Infrastructure usage, Land use etc. as detailed in RfS Documents.</p>				
(K)	DATE, TIME & VENUE OF PRE-BID MEETING	<p data-bbox="679 1653 970 1688">11:30 AM on 1.04.2024</p>				
(L)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<p data-bbox="679 1765 1305 1839">08.05.2024 For detail schedule of Bid Process, refer Annexure F</p>				
(M)	TECHNICAL BID OPENING	<p data-bbox="679 1906 820 1942">09.05.2024</p>				

(N)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(O)	CONTACT DETAILS OF ETS e-BIDDING PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(P)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RFS)	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone: -9415609007, TeleFax: 0522-2720779, 0522-2720829, Email: compneda@rediffmail.com / ho_nks@rediffmail.com ; Website: www.upneda.org.in
(Q)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	Shri. Narendra Singh Senior Project Officer Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone: -9415609007, TeleFax: 0522-2720779, 0522-2720829, Email: ho_nks@rediffmail.com ; Website: www.upneda.org.in For Site-Visit/Project coordination please contact: Shri. Sanjay Mahar Additional General Manager (Solar) TUSCO Limited, Jhansi Solar Power Park Phone: +919412946994, +919548031769 Email: sanjaymahar@thdc.co.in

1. Bids must be submitted strictly in accordance with Section-III of the RfS Document depending upon Type of Tender as mentioned at Clause No. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS Document.
2. Bidder(s) are advised to quote strictly as per terms and conditions of the RfS Documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS Document along with its amendment(s) if any from ETS Portal (<https://www.bharat-electronictender.com>) and submit their Bid, complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
5. *Prospective Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS Document through the websites <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on*

www.upneda.org.in and the details only will be available from <https://www.bharat-electronictender.com>

SECTION - I
DEFINITIONS OF
TERMS

1. **Act or Electricity Act, 2003** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
2. **Affiliate** shall mean a Company that, directly or indirectly,
 - (a) controls, or
 - (b) is controlled by, or
 - (c) is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of such Company or right to appoint majority Directors;
3. **Appropriate Commission** shall mean as defined in the PPA;
4. **Bid or Proposal** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by UPNEDA;
5. **Bidder** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;
6. **Bidding Consortium** or **Consortium** shall refer to a group of Companies that have collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;
7. **Capacity Utilization Factor (CUF)** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020, as amended from time to time. However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity.

In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$.

The Declared Annual CUF for this Project shall be _____% (to be revised as applicable)

8. **Chartered Accountant** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

9. **Company** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
10. **Commercial Operation Date (COD)** shall mean as defined in the PPA;
11. **Contracted Capacity** shall mean [Insert capacity] MW, which is the AC capacity contracted with UPPCL for supply of power by the SPD to UPPCL at the Delivery Point from the Solar Power Project
12. **Contract Year** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of twelve (12) months beginning on April 1 and ending on March 31 provided that:
 - (a) in the financial year in which commissioning of the first part capacity of the Contracted Capacity would occur, the Contract Year shall commence from the date of commissioning of first capacity and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31; and
 - (b) provided further that the last Contract Year of this Agreement shall end on the last Day of the Term of this Agreement;
13. **Control** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
14. **Controlling Shareholding** shall mean more than fifty percent (50%) of the voting rights and paid up share capital in the Company/ Consortium;
15. **Central Transmission Utility (CTU)** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003;
16. **Day** shall mean calendar day;
17. **Effective Date:** The Effective Date of the PPA shall be the date of signing of PPA which shall be within (thirty) 30 Days from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of UPPCL in signing the PPAs beyond (thirty) 30th Day from the date of issuance of LOA, the Effective Date of the PPA shall then be the date of signing of PPA;
18. **Equity** shall mean Net Worth as defined in Companies Act, 2013;
19. **Financial Closure or Project Financing Arrangements** means arrangement of necessary funds by the Solar Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
20. **Guidelines** shall mean the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by the Ministry of Power vide Resolution dated 28.07.2023, as amended from time to time;

21. **Grid Substation** or GSS shall mean the 220/400 kV substation at Garautha to be constructed, owned and operated by UPPTCL for evacuation of energy generated from the Project located in the Jhansi Solar Park through the intra-state transmission system;
22. **Group Company** of a Company means Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- (a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - (b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - (c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - (d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - (e) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise; or
 - (f) Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;
23. **Host State** shall mean the State in which the Solar Power Projects are to be set up (i.e. Uttar Pradesh);
24. **IFC** means the International Finance Corporation, a member of the World Bank Group, which is the lead transaction advisor to TUSCO as per the terms of Financial Advisory Services Agreement signed by TUSCO with IFC;
25. **Inter-Connection Point/ Delivery/ Metering Point** shall mean the point at the Grid Substation at which the Project, through the Internal Power Evacuation Infrastructure, shall be connected and the energy supplied to UPPCL shall be measured. Metering shall be done at this Interconnection Point/Delivery Point where the power is injected into the Grid Substation. For interconnection with grid and metering, the SPD shall abide by the relevant UPERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended and revised from time to time. Energy accounting and payment shall be done from the Delivery Point

All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD without any reimbursement by UPPCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by UPPCL as per the regulation notified by the Appropriate Commission from time to time;

26. **Internal Power Evacuation Infrastructure** shall mean, collectively, the Pooling substations and 220 kV D/c Transmission lines from each Pooling Substation to the STU Grid Substation and the designated Line bays at GSS. In context of 600 MW Jhansi SPP, it shall include
- (a) 2 No.s 300 MW Pooling Substations (with 3*125 MVA 220/33 kV Transformer, 3 Transformer bays, Main-I, Main-II, Transfer Bus and 2 No.s 220 kV line bays for each PSS)
 - (b) Double Circuit 220 kV Transmission lines from each PSS to GSS including 220 kV Line bays at GSS;

The configuration is indicative and SPD acknowledges that it shall seek the technical configuration of the Internal Power Evacuation Infrastructure from SPPD in undertaking the design and development of the Project.

27. **Joint Control** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital);
28. **Lead Member of the Bidding Consortium or Lead Member:** There shall be only one Lead Member, having the shareholding of not less than 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till the Commercial Operation Date (COD) of the Project;

29. **Lead SPD** shall mean:
- (a) a renewable energy generating station which is mutually authorized among renewable energy generating station(s) through an agreement for applying for connectivity to the intra-state transmission system at a single inter-connection point at voltage 33 kV & above: or
 - (b) a generating station already having connectivity to the intra-state transmission system, and through whose electrical system, connectivity is being sought by one or more renewable energy generating station(s) through an agreement; or
 - (c) a renewable energy generating station which is mutually authorized among renewable energy generating station(s) who is responsible to undertake all operational and commercial responsibilities on behalf of all individual SPD including scheduling, dispatch, metering, energy accounting including DSM accounting & settlement in accordance with the applicable regulations;
30. **Letter of Award or LoA** shall mean the letter issued by UPNEDA to the selected Bidder for award of the Project;

31. **Limited Liability Partnership or LLP** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;
32. **LLC** shall mean Limited Liability Company;
33. **Member in a Bidding Consortium or Member** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;
34. **Month** shall mean calendar month;
35. **Net-Worth** shall mean the Net-Worth as defined section 2 of the company Act, 2013;
36. **Paid-Up Share Capital** shall mean the paid-up share capital as defined in section 2 of the Company Act, 2013;
37. **Parent** shall mean a Company, which holds more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
38. **Pooling Substation (PSS)** shall mean the 33/220 kV solar park pooling substation(s) at or within the Jhansi Solar Park periphery, as described in the Implementation Support Agreement, where more than one solar PV project may connect to a common transformer and transmission system. Multiple projects can be connected to a pooling substation from where common transmission system shall be connected to the Grid Substation, i.e. the Delivery Point. 33/220 kV Pooling Substations and 220 kV Transmission lines shall be constructed and maintained by the SPPD. Further, the metering of the pooled power shall be done at the injection point, i.e. the Grid Substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual projects for the purpose of billing. In such case, it shall be responsibility of the SPD or the Lead SPD to obtain and furnish the meter reading jointly by the SPD and any Indian Governmental Instrumentality (if applicable);

For interconnection with grid and metering, the SPD shall abide by the relevant UPERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended and revised from time to time. Energy accounting and payment shall be done from the Delivery Point

All expenses including wheeling charges and losses between the Project (including the Internal Power Evacuation Infrastructure) and the Delivery Point shall be paid by the SPD without any reimbursement by UPPCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by UPPCL as per the regulation notified by the Appropriate Commission from time to time;

39. **PGCIL or Powergrid** shall mean Powergrid Corporation of India Limited;

40. **PPA** shall mean the Power Purchase Agreement signed between the Successful SPD and UPPCL according to the terms and conditions of the standard PPA enclosed with this RfS;
41. **Power Project or Solar Project or Project** shall mean the solar power generation facility having separate boundary and separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission infrastructure, by separate injection at Pooling Substation and having a separate boundary, control systems and metering. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point/ injection point in GSS and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to Power procurer;
42. **Project Capacity** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
43. **Project Commencement of Supply of Power:** The Project will be considered as having commenced supply of power if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the procedures defined by applicable authorities of GoI/GoUP or as in the RfS/ PPA;
44. **Project Developer or Solar Power Generator or Solar Power Developer (SPD/SPG)** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by UPNEDA (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with UPPCL;
45. **RfS Document(s)** shall mean the all the bidding documents issued by UPNEDA including all attachments; clarifications and amendments thereof vide RfS no.01/UPNEDA/Jhansi Solar Park/2024 dated 09.03.2024;
46. **Scheduled Commencement-of-Supply Date or SCSD** shall mean the date as defined in Clause 15, Section-III of the RfS Documents . It shall be the date as on 18 months from the Effective Date (Date of execution of PPA) from the PPA;
47. **Selected Bidder or Successful Bidder** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;
48. **Solar Park** shall mean concentrated zone of development of solar power generation projects. Solar Park will also facilitate developers by providing multiple amenities at one place and by reducing the number of required approvals;
49. **Solar Power Park Developer or SPPD** shall mean TUSCO Limited (TUSCO). A joint venture between UPNEDA and THDCIL;

50. **Solar PV Project** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;
51. **State Transmission Utility or STU** shall mean the Board or the Government Company notified by the respective State Government under Sub-section I of section 39 of the Electricity Act, 2003;
52. **TOE** shall mean Tender Opening Event;
53. **Ultimate Parent** shall mean a Company, which owns not less than 50% (Fifty Percent) equity either directly or indirectly in the Parent and Affiliates;
54. **Week** shall mean calendar week.

SECTION - II
INVITATION
FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR SELECTION OF SPDs FOR SETTING UP 600 MW GRID CONNECTED SOLAR PV POWER PROJECTS IN JHANSI SOLAR PARK, UTTAR PRADESH, INDIA

1. BACKGROUND & INTRODUCTION

- 1.1. MNRE has allotted THDCIL the development project of 2000 MW of Solar Park in Uttar Pradesh. Development Projects of the Solar Power Parks are to be executed through a JV company between THDCIL & Uttar Pradesh New & Renewable Energy Development Agency, GoUP; i.e. TUSCO Limited. Uttar Pradesh New & Renewable Energy Development Agency, hereinafter referred to as UPNEDA, acting through Director (UPNEDA), Vibhuti Khand, Gomti Nagar, Lucknow, hereby on behalf of UPPCL, invites interested Bidders to participate in the online bidding process for selection of SPDs for setting up of TUSCO Ltd.'s 600 MW Grid Connected Solar PV Power Project at JHANSI, Uttar Pradesh in accordance with the Bidding Guidelines. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RfS Document.
- 1.2. Ministry of Power (MoP) has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" vide Gazette Resolution dated 28.07.2023, as amended from time to time. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 enable procurement of Solar Power by Procurers, from grid-connected Solar Photovoltaic (PV) Power Projects, with or without Energy Storage, through tariff based competitive bidding. This RfS Document has been prepared in line with the above Guidelines issued by MoP dated 28.07.2023, as amended from time to time.
- 1.3. UPNEDA wishes to invite proposals for setting up of grid connected Solar PV project at Jhansi Solar Park, Uttar Pradesh on "Build Own Operate" (B-O-O) basis for an aggregate capacity of 600 MW. Uttar Pradesh Power Corporation Ltd (UPPCL) procurer shall enter into a Power Purchase Agreement (PPA) with the successful Bidder selected based on this RfS for purchase of Solar Power for a period of 25 years based on the terms, conditions and provisions of the RfS.
- 1.4. Uttar Pradesh Power Corporation Ltd. (UPPCL) referred to as "Procurer", duly authorized will enter into Power Purchase Agreement on behalf of DISCOMS namely Paschimanchal Vidyut Vitran Nigam Ltd, Poorvanchal Vidyut Vitran Nigam Ltd, Madhyanchal Vidyut Vitran Nigam Ltd, Dakshinanchal Vidyut Vitran Nigam Ltd & Kanpur Electricity Supply Company Ltd. and will directly purchase power generated from these selected 600 MW Solar PV Projects for 25 years.

2. INVITATION FOR BIDS

- 2.1. A Single Stage, Two-Envelope Bidding Procedure with e-reverse auction will be adopted and will proceed as detailed in the RfS Documents. Solar Power Developers (hereinafter referred to as SPDs) selected by UPNEDA based on this RfS, shall set up Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS Document and standard Power Purchase Agreement (PPA). PPA and Solar Power Park Developer (SPPD)

Agreement formats shall also be uploaded and can be downloaded from ISN-ETS Portal <https://www.bharat-electronictender.com>.

- 2.2. UPPCL shall enter into PPA with successful SPDs/bidders for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at **INR 2.70/ kWh** for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess if applicable as on the last date of bid submission.
- 2.3. Bidders shall submit their bid by offering a single tariff for all the Projects applied for, which shall be applicable for all the 25 years.
- 2.4. If the Project is transferred or sold to a third party during its tenure (after initial lock-in period till COD), UPPCL (Procurer) will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

3. SELECTION TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

The Projects for aggregate capacity of 600 MW shall be installed at Jhansi Solar Park, Tehsil Garautha, Dist – Jhansi, Uttar Pradesh, India. The Projects provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

4. GUIDELINES FOR IMPLEMENTATION OF THE RfS

- 4.1. This RfS Document has been prepared based on the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by Ministry of Power vide Gazette Resolution dated 28.07.2023, as amended from time to time. These guidelines and their elaborations/ clarifications (as applicable) form the basis for selection of new Projects under this RfS.
- 4.2. Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has issued this RfS as the mentioned in Guidelines as Authorised representative of Procurer (UPPCL) for carrying out the tendering/bidding Process on behalf of Procurer. UPNEDA/UPPCL/TUSCO may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards.
- 4.3. UPPCL/TUSCO may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements, to improve power quality.

5. GENERAL

- 5.1. The complete RfS Documents are available at ISN-ETS Portal <https://www.bharat-electronictender.com> as well as on UPNEDA website www.upneda.org.in . Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

- 5.2. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS Documents.
- 5.3. They may obtain further information regarding this IFB from the registered office of UPNEDA at the address given on the Bid Information Sheet from 10:00 hours to 18:00 hours on all working Days.
- 5.4. UPNEDA will seek approval of Competent Authority as appropriate before issuance of final bid documents (RfS, Power Purchase Agreement, Implementation Support Agreement and any other bid document).
- 5.5. For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s **Electronic Tender.com (India) Pvt. Limited** directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. UPNEDA in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section III of the RfS Documents.
- 5.6. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by UPNEDA for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**
- 5.7. In the event of not opening of the bid with the pass-phrase provided by the bidder, UPNEDA on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, UPNEDA shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.
- 5.8. A Single Stage Two Envelope Bidding Procedure with e-reverse auction will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of UPNEDA, UPPCL, TUSCO and the Bidder/ SPD shall be governed by the RfS Documents/ Contract signed between UPPCL/TUSCO and the SPD for the package.
- 5.9. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal (<https://www.bharat-electronictender.com>), UPNEDA website www.upneda.org.in and as indicated in the Bid Information Sheet.

- 5.10. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS Document along with a non-refundable RfS Document Fees and Bid Processing Fees, complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed EMD, Document Fees and Bid Processing Fees will be rejected.
- 5.11. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS Documents and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bids submitted without cost of the RfS Documents and/or Bid Processing Fee, may be liable for rejection by UPNEDA. **In the event of any dates indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.** Bank details of UPNEDA for submission of cost of RfS Documents and bid processing fee:

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Developemnt Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

- 5.12. RfS Documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal (<https://www.bharat-electronictender.com>) or from UPNEDA website (www.upneda.org.in). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ISN-ETS Portal website. The same shall also be uploaded on UPNEDA website www.upneda.org.in. **However, incase of any discrepancy, the information available on ISN-ETS Portal website shall prevail.**
- 5.13. The detailed Qualifying Requirements (QR) are given in Section-IV of the RfS Document.
- 5.14. UPNEDA shall conduct e-Reverse Auction (e-RA), as per provisions of RfS Documents.
- 5.15. UPNEDA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

6. INTERPRETATIONS

- 6.1. Words comprising the singular shall include the plural & vice versa.
- 6.2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 6.3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

- 6.4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 6.5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION - III
INSTRUCTIONS
TO BIDDERS (ITB)

1. **OBTAINING RfS DOCUMENTS**

The RfS Document can be downloaded from the website of ETS Portal <https://www.bharat-electronictender.com>. A link of the same is also available at www.upneda.org.in

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS Portal website by using the Login ID & Password provided by ISN-ETS Portal during registration (Refer Annexure - D). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS Portal and downloading the official copy of RfS.

2. **COST OF DOCUMENTS & PROCESSING FEES**

- 2.1. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS Document along with Bid Processing Fee and Cost of RfS Documents as mentioned in the Bid Information Sheet. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS Document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.
- 2.2. The bank details of UPNEDA have been mentioned above in Clause 5.10, Section II of this RfS Document.
- 2.3. Bids submitted without cost of the RfS Document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by UPNEDA

3. **TOTAL CAPACITY OFFERED**

- 3.1. Selection of SPD for Grid-connected Solar PV Power Projects for total capacity of 600 MW will be carried out through e-bidding followed by e-Reverse Auction process. The projects will be setup in the Jhansi District's Garautha Tehsil spread over 8 villages in Uttar Pradesh. The 600 MW Jhansi Solar Power Park is being developed by TUSCO Ltd. Solar Power Park Developer (SPPD-TUSCO).
- 3.2. The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the MNRE scheme.
- 3.3. **Total/Cumulative Capacity of Jhansi Project**

Sl.No.	Project Name	Project Capacity (MW)	District
1	600 MW Jhansi Solar Power Project	600	Dist. – Jhansi, Tehsil Garautha

Projects shall be allocated to multiple bidders as per evaluation criteria detailed in the RfS. Cumulative capacity shall be as mentioned above. The Projects shall be connected to the Grid

Substation system at Delivery Point, as defined in the RfS. The SPDs shall demonstrate the Contracted Capacity at the Interconnection Point, during commencement of supply of power.

4. **PROJECT LOCATION**

The proposed Project(s) in Solar Park are located in Tehsil Garautha, Jhansi Uttar Pradesh, India, spread over 8 villages. 2 (Two) no.s Pooling Substation capacity have been planned to evacuate total 600 MW power. Village wise Location details are enclosed in Section VIII of the RfS Document.

Sl. No.	Project Name	Injection Point (Nodal Point) Voltage Level (kV)	Location	GPS Coordinates
1	600 MW Jhansi Solar Power Park Tehsil: Garautha, Dist: Jhansi	220 kV at GSS end	Vill: Moti Katra Bararu, Nadaura, Sujanpura Jashwantpura Pura Jalalpura, Khadaura,	25.50°N 79.31°E 25.51°N 79.37°E 25.51°N 79.37°E 25.51°N 79.36°E 25.59°N 79.36°E 25.47°N 79.37°E 25.47°N 79.34°E 25.46°N 79.31°E

5. **PROJECT SCOPE & TECHNOLOGY SELECTION**

- 5.1. The SPD shall set up Solar PV Project(s) in line with Project scope and Technology selection, at its own cost and in accordance to the provisions of this RfS Document. Interconnection Delivery point will be at the STU Grid substation located at the Jhansi Solar Power Park boundary. Development, operation and maintenance of Internal Power Evacuation Infrastructure, which shall include Pooling Substations and transmission lines from Pooling substation to STU Grid Substation will be in scope of SPPD (TUSCO).
- 5.2. All approvals, permits and clearances required for setting up of the Solar Project including those required from State Government and local bodies shall be in the scope of the SPD, except those attributable to the SPPD. The Project to be selected under this RfS provides for deployment of PV Technology. However, the selection of Project would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.

6. **MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER**

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 6.1. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 600 MW, in the prescribed formats. The Projects shall be quoted in multiples of 50 MW only above 50 MW.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 6.2. The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 600 MW.
- 6.3. The evaluation of bids shall be carried out as described in Section-V of the RfS Document. The methodology for Allocation of Projects is elaborated in Section-V of the RfS Document.
- 6.4. Subject to the exception as per Clause 6.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

7. CONNECTIVITY WITH THE GRID

Refer Clause 4, Section-VIII of the RfS Document.

8. POWER GENERATION BY SOLAR POWER DEVELOPER

8.1. Criteria for Generation

- (a) The SPD will declare the annual CUF of the Project at the time of submission of response to RfS, who shall be allowed, to revise the annual CUF once within first (1st) year after the date of commencement of power from first (1st) part capacity of the Project or full Project capacity, whichever is earlier. Thereafter, the declared annual CUF for the Unit shall remain unchanged for the entire term of the PPA. (Declared annual CUF). The Declared Annual CUF by the SPD shall in no event, be less than 19% (nineteen percent). It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of solar panel and associated equipment (including arrangement of extra land at its own cost for such installation) as may be necessary to achieve the required CUF and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation.
- (b) In each Contract Year, the SPD shall supply energy to procurer at the Delivery Point so as to achieve annual CUF within +10% (ten percent) and -10% (ten percent) of the declared Annual CUF for the term of the PPA.
- (c) For the first year of operation of the project, the annual CUF shall be calculated based on the first year after SCSD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

8.2. Shortfall in Generation

If for any contract year it is found that the project supplies energy less than the energy corresponding to the minimum CUF, the SPG/SPD will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half (1.5) times the tariff for the shortfall in energy terms, which in turn, shall be remitted to

the Buying Entity/ UPPCL. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall not be applicable in events of Force Majeure identified under this Agreement, affecting supply of Solar Power by SPD.

8.3. Excess Generation

- (a) In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at the PPA tariff, and provision to this effect shall be clearly indicated in the RfS Document.
- (b) In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on Day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.

8.4. Offtake Constraints due to Transmission Infrastructure/ Grid Unavailability & Break-Down

- (a) *Generation Compensation in off take constraints due to Grid Unavailability*

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Generator. In such cases the generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = (Tariff X Solar power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability. However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

- (b) *Compensation For Reduced Offtake*

The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by the Procurer, including non-dispatch of power due to non-compliance with “Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022” and any clarifications or amendment thereto, considering the principle of ‘must run’ status for RE Power, the procurer shall

pay to the Generator, corresponding to the reduced off take, in terms of following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Reduced off-take beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation = (Tariff x Solar PV power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake</p> <p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

For claiming compensation, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the procurer.

9. CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES

Refer Section-VIII of the RfS Document.

10. EARNEST MONEY DEPOSIT (EMD)

- 10.1. Earnest Money Deposit (EMD) of **INR 9,52,000/ MW** (Rs. Nine Lakhs fifty two thousand per MW) Project in the form of Bank Guarantee according to Format 7.3A and valid for a period of ninety (90) Days beyond the validity of the Bid from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes as well.

The SPD/SPG shall furnish the BG towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) Days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven (7) Days from the date of actual bid submission, if required.

10.2. **Forfeiture of EMD:**

The BG towards EMD shall be encashed by UPNEDA without any notice, demure, or any other legal process upon occurrence of any of the following cases:

- (a) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
 - (b) In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18 (of this section) of the RfS or does not execute the PPA within the stipulated time period;
 - (c) If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
 - (d) If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 11 of the RfS.
- 10.3. The EMDs of all Bidders, who's Bids are declared non-responsive, shall be returned and released by UPNEDA within thirty (30) Days after the date on which the Financial Bids are opened.
- 10.4. The EMDs of all unsuccessful Bidders shall be returned and released by the UPNEDA within a period of thirty (30) Days of the occurrence of the earlier of the following:
- (a) Submission of the Performance Bank Guarantee as per Clause 11 of the RfS and the execution of the RfS Documents (as applicable) by the Successful Bidder(s); or
 - (b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders.
- 10.5. The EMDs of all Bidders shall be returned and released by UPNEDA within a period of thirty (30) Days of the occurrence of the termination/cancellation of Bid process by UPNEDA.
- 10.6. The EMD of the Successful Bidder(s) shall be returned on the submission of Performance Bank Guarantee as per Clause 11 of the RfS and the provisions of the PPA.
- 10.7. **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by UPPCL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3A (POI) of the RfS, within the timelines as per Clause 10.1 above, for the amount and validity period as per those Clause 10.1 above.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".

11. **PERFORMANCE BANK GUARANTEE (PBG)**

- 11.1. Bidders selected by UPNEDA based on this RfS shall submit Performance Guarantee for a value @ **INR 23,80,000/ MW** within thirty (30) Days of issue of Letter of Award/Award or before the signing of the PPA, whichever is earlier. The Performance Guarantee shall be initially valid for a period of six (6) months after the Scheduled Commencement of Supply

Date/SCSD and thereafter shall be dealt with in accordance with the provisions of the PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B.

- 11.2. In case of delays in submission of PBGs, the signing of PPA shall be extended until the submission of the PBG by the SPD. In such cases, the Effective Date of the PPA shall remain unchanged until the submission of PBG. Non-submission of PBG within the above-mentioned timelines shall be treated as follows:
- (a) Non submission of the PBG by the Successful Bidder(s) may lead to cancellation of the Letter of Award/Award of such Successful Bidder(s) by UPNEDA, and thereafter, the provisions of Clause 10.2 shall be applicable.
 - (b) Delay up to 1 month from due date of submission of PBG: Delay charges @1% of the PBG amount per month levied on per Day basis shall be paid by the Bidder to UPNEDA in addition to the PBG amount.
 - (c) Delay beyond 1 month from the due date of submission of PBG: The LoA Project shall stand terminated.

For the purpose of calculation of the above delay charges, 'month' shall be considered as a period of thirty (30) Days.

- 11.3. **Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the bidder (SPD) also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by UPNEDA within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3C of the RfS, within the timelines as per Clause 11.1. above, for the amount and validity period as per those in Clause 11.1 above. In case the SPD/SPG chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 11.1 above, will be applicable in this case too.
- 11.4. The PBGs/POIs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG/POI may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG/POI issued in the name of the SPV, prior to signing of PPA.
- 11.5. The SPD/SPG shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 3.2, Section-IV of the RfS Document.
- 11.6. The format of the Bank Guarantees prescribed in the Formats 7.3B (PBG)/7.3 C (POI) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees/POI, the corresponding PPA shall not be signed.

UPNEDA agrees to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by UPNEDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPNEDA. In case of encashment of any amounts from the PBG by UPNEDA, UPNEDA shall transfer such amounts to the Procurer without deducting any expenses or charges.

- 11.7. The successful Bidder for the Projects selected based on this RfS are required to sign PPA with UPPCL within thirty (30) Days of the issuance of LoA. In case, UPPCL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 18, Section-III of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the selected Project (capacity allotted to bidder) shall stand cancelled, and provisions of Clause 26, Section-III of the RfS will be applicable, and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 11.8. The Bank Guarantees/POI have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.9. All expenditure towards execution of Bank Guarantees/POI such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effectively only when the BG issuance message/email is transmitted by the issuing bank and a confirmation in this regard is received by UPNEDA/UPPCL

In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

- 11.10. UPNEDA shall return / release the Performance Bank Guarantee/ POI within forty five (45) Days from the COD of the Project or any further extension thereof granted by UPPCL, after taking into account any liquidated damages / penalties due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis, within forty five (45) Days, subsequent to commencement of supply from part-capacity of the Project, based on the request by the SPD.
- 11.11. The return / release of the Performance Bank Guarantee/POI shall be without prejudice to other rights of UPNEDA/TUSCO/UPPCL under this RfS & its Agreements.

12. POWER PURCHASE AGREEMENT (PPA)

- 12.1. UPPCL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Power Purchase Agreement to be executed between UPPCL and the selected SPD will be made available on website ISN-ETS <https://www.bharat-electronicstender.com> and also in UPNEDA website www.upneda.org.in The PPA shall be signed within (thirty) 30 Days from the date of issue of LoA. PPA will be executed between UPPCL and selected bidder for the Project Capacity awarded post bidding process. The PPA shall be valid for a period of 25 years as per provisions of PPA.

- 12.2. The Performance Bank Guarantee as per Clause 11 above shall be submitted by the SPD prior to signing of PPA. Before signing of PPA with the selected Bidder, UPNEDA will verify the documents furnished by the Bidder at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Section-IV of the RfS Document. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the relevant provisions contained in this RfS will be applicable.
- 12.3. Successful bidders will have to submit the required documents to UPNEDA within (twenty-one) 21 Days from the issue of LoA. In case of delay in submission of documents beyond the (twenty-one) 21 Days as mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
The Effective Date of the PPA shall be the date of signing of PPA which shall be within (thirty) 30 Days from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of UPPCL in signing the PPAs beyond (thirty) 30th Day from the date of issuance of LOA, the Effective Date of the PPA shall then be the date of signing of PPA.
- 12.4. The SPG shall be free to operate their plants after the expiry of the PPA period and to reconfigure and repower the project from time to time during the PPA duration. However, UPPCL will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines. The SPG will be therefore free to participate in subsequent bids to the extent of their untied capacity (as applicable).
- 12.5. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPD, UPPCL, UPNEDA, and TUSCO.

13. FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

- (i) The SPDs/SPGs shall achieve Financial Closure within 09 (Nine) months from the Effective Date of the Power Purchase Agreement (PPA).

At this stage, the SPD shall report 100% tie-up of Financing Arrangements for the Projects. In this regard the SPD shall submit letter from all financial agencies, indicating the tie up of funds for the respective project to UPNEDA. In case the funds have been arranged from its internal resources a Board Resolution certifying the same Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) shall be submitted by the bidder.

- (ii) Additionally, the SPD shall furnish documentary evidence to demonstrate that required land/ plot for project development is under possession of the SPD. In this regard the SPD shall be required to furnish the following documentary evidences to establish the possession of the required land on right to use basis.

- (a) The SPD shall execute Land Right to Use Agreement, Implementation and Support Agreement (as applicable) with the SPPD (TUSCO) for allotment of

land as per SPPD Terms & Conditions and possession of the land/plot in the solar park as mentioned in the LOA.

- (b) Letter/Certificate from the concerned SPPD for Right to Use of the required land/plot, as per the provisions of applicable laws and regulations of GoUP.
 - (c) All agreements and approvals, clearances from SPPD related to the project along with all necessary supporting documents.
- (iii) In case of delay in achieving above condition as may be applicable, UPNEDA shall encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects under consideration of bidding , unless the delay is on account of delay in allotment of land in Solar Park or by the Government not owing to any action or inaction on the part of the SPD, or caused due to Force Majeure as per PPA. An extension can however be considered, on the sole request of SPD, this extension will not have an impact on the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, UPNEDA shall issue notices to the SPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of (seven) 7 business Days to the respective SPDs to furnish the necessary documents. In case of non-submission of either the requisite documents, UPNEDA shall encash the PBG of the corresponding SPD and terminate the PPA for the corresponding Project.
- (iv) The SPD will have to submit the required documents to UPNEDA at least (fourteen) 14 Days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, UPNEDA shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

14. COMMENCEMENT OF SUPPLY OF POWER

- (a) The Commencement of Supply of Power of the Project shall be carried out by the SPD in line with the procedure elaborated in Standard PPA document The SPD shall ensure commencement of Supply of power from the Project within Eighteen (18) Months from the Effective Date of PPA.
- (b) It is presumed that in terms of Solar Bidding Guidelines, the tariff will be adopted by the Appropriate Commission within (sixty) 60 Days of submission. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond (sixty) 60 Days of submission, shall entail a corresponding extension in SCSD.

14.1. Part Commencement of Supply of Power

Part Commencement of Supply of Power of the Project shall be accepted by the Procurer subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid.

14.2. Scheduled Commencement of Supply of Power and Liquidated Damages not Amounting to Penalty for Delay in Commencement of Supply of Power

- (a) The Scheduled Commencement of Supply Date (SCSD) for commissioning of the full capacity of the Project shall be the date as on eighteen (18) months from the Effective Date of the PPA.
- (b) Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the Generator, as detailed further:
 - (i) For delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per-Day basis and proportionate to the contracted capacity that has not commenced supply of power. For e.g., if commencement of supply of power of the 50 MW Project is delayed by (eighteen) 18 Days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount} \times (50/\text{Contracted Capacity}) \times (18/180)$. For the purpose of calculations for penalty, the month shall be considered consisting of (thirty) 30 Days.
 - (ii) For delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable: - The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.
- (c) It is presumed that; the tariff will be adopted by the Appropriate Commission within (sixty) 60 Days of submission of Application/Petition. However, any delay in adoption of tariff by the Appropriate Commission, beyond sixty (60) Days, shall entail a corresponding extension in Scheduled Commencement of Supply Date.

14.3. Early Commencement of Supply of Power

The SPD shall be permitted for commencement of supply of power corresponding to full as well as part contracted capacity, even prior to the SCSD. The SPD shall give fifteen (15) Days advance notice to the Procurer regarding the advance commissioning of full or part capacity. The Procurer shall give acceptance for availing such power within fifteen (15) Days from the date of service of notice. In case Procurer do not give their acceptance to purchase power within the stipulated period, the SPD can sell the power to the extent not accepted by the Procurer in the power exchanges or through bilateral arrangements. Provided further that in such cases tariff payable by the Procurer shall be equal to the PPA tariff.

15. **SCHEDULED COMMENCEMENT OF SUPPLY DATE (SCSD)**

Scheduled Commencement of Supply Date (SCSD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the complete capacity of the Project allotted to individual SPD. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates:

- (a) **Interconnection with Grid:** This may be provided by the STU on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

- (b) **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning as per the provisions of applicable Rules and Regulations under Electricity Act, 2003. UPPCL may authorize any individual or committee or organization to declare the project commissioned on site.
- (c) The energy accounting shall start from the date of SCSD.

16. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

- 16.1. The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoA, the SPD/SPG shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with UPPCL.
- 16.2. No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- (a) Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid
 - (b) Submission to meet equity requirements.
 - (c) Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - (d) Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
 - (e) Transfer of shares within the members of Promoter Group.
 - (f) Transfer of shares to IEPF.
 - (g) Issue of Bonus Shares.
- 16.3. **In case of Project being executed through SPVs:** The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project company executing the PPA, shall not fall below 51% (fifty one percent) till COD, except with the prior approval of Procurer (UPPCL). In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project company executing the PPA, shall not fall below 51% till COD, except with the prior approval of Procurer (UPPCL). Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company/ consortium till COD, except with the prior approval of the Procurer. Therefore, in this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
 - 16.4. **In case of the successful Bidder itself executing the PPA:** it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till COD, except with the prior approval of Procurer (UPPCL). However, in case the Project is being set up by a listed Company, this condition will not be applicable.
 - 16.5. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under

joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained till COD, except with the prior approval of Procurer (UPPCL).

- 16.6. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to UPPCL.

17. STRUCTURING OF THE BID SELECTION PROCESS

- 17.1. Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III of the RfS Document.
- 17.2. Aggregate capacity offered under this RfS is 600 MW, a maximum of 100 percent of total capacity as specified in the RfS can be allocated to a single bidder. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 21, Section-III of the RfS Document.

18. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

- 18.1. The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.
- 18.2. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – D and Annexure – E
- 18.3. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:
- (a) Covering Letter as per **Format 7.1**
 - (b) In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**
In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
 - (c) Earnest Money Deposit as per **Format 7.3A/ Format 7.3 (POI)**
 - (d) Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - (i) Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with

- UPPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
- (ii) Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - (iii) Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- (e) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
 - (f) Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
 - (g) A disclosure statement as per **Format 7.7** regarding participation of any related companies in the bidding process.
 - (h) Format for Technical Criteria as per **Format 7.8** (to be filled out separately for each Project) in line with Clause No. 2, Section-IV of the RfS Document.
 - (i) Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project).
 - (j) **Attachments**
 - (i) Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.
 - (ii) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - (iii) A certificate of shareholding of the bidding company, its parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within (thirty) 30 Days prior to the last date of bid submission, along with documents containing information about the promoters, and their shareholding in the Company (as on a date within (thirty) 30 Days prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of response to RfS to UPNEDA as per Clause No. 16, Section-III of the RfS Document. UPNEDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves

that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

- (iv) Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least (seven) 7 Days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- (v) Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- (vi) Bidder shall be additionally required to furnish the break-up of the Preliminary Estimate of Cost of Solar PV Project as per Format 7.11 as part of the response to RfS

19. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 19.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 19.2. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 12, Section-III of the RfS Document.
- 19.3. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPNEDA reserves the right to reject such response to RfS and/ or cancel the Letter of Award/Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 19.4. If the event specified at 19.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- 19.5. Response submitted by the Bidder shall become the property of the UPNEDA and UPNEDA shall have no obligation to return the same to the Bidder.
- 19.6. All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA as applicable) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 19.7. The response to RfS shall be submitted as mentioned in Clause No. 18, Section-III of the RfS Document. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, UPNEDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 19.8. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

- 19.9. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 19.10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 19.11. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPNEDA.
- 19.12. Response to RfS not submitted in the specified formats will be liable for rejection by UPNEDA.
- 19.13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 19.14. Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of UPNEDA of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 19.15. The State Electricity Regulatory Commission (i.e., UPERC) shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and UPPCL (Procurer). Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 19.16. All the financial transactions to be made with UPNEDA, TUSCO and UPPCL including but not limited to submission of Bank Guarantees, delay charges and any additional charges (if required), shall attract additional amount of 18% GST on each transaction, unless specified otherwise.

20. NON-RESPONSIVE BID

- 20.1. The electronic response to RfS submitted by the bidder along with the documents submitted online to UPNEDA shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.
- 20.2. Any of the following conditions shall cause the Bid to be “Non-responsive”:-
 - (a) Non-submission of Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet;
 - (b) Non-submission of Earnest Money Deposit in acceptable form along with RfS Document
 - (c) Response to RfS not received by the due date and time of bid submission;
 - (d) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
 - (e) Non-submission of the original documents mentioned at Clause No. 21.1, Section-III of the RfS Document by due date and time of bid submission;
 - (f) Any indication of tariff in any part of response to the RfS, other than in the financial bid;

- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (h) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

21. METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

21.1. Documents to be Submitted Offline (In Original)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing: (i) Covering Envelope, (ii) Pass Phrase Envelope -1 & (iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left-hand side bottom must contain the following:

- (a) **Covering Envelope:** Super scribed as “**Covering Envelope**” must contain the following
 - DD/ Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet.
 - Processing Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet.
 - BG towards Earnest Money Deposit as mentioned in the as per Clause 10 (as per Format 7.3A/7.3).
 - Covering Letter as per Format 7.1
 - Power of Attorney as per Format 7.2 (if applicable),
 - Board Resolution as per Format 7.4
 - Consortium Agreement as per Format 7.5 (if applicable)
 - GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)
- (b) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.
- (c) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker:

<i>Response to RfS for Setting up 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh, India</i>	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>RfS Reference No.</i>	-----
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>

Response to RfS for Setting up 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh, India

<i>Bid Submitted to</i>	Director, Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow Phone:-9415609007, TeleFax: 0522-2720779, 0522-2720829 Email: compneda@rediffmail.com / ho_nks@rediffmail.com Website: www.upneda.org.in
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21.2. Documents to be Submitted Online

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed. The bid shall not be processed further in such case.

All documents of the response to RfS submitted online must be digitally signed on (<https://www.bharat-electronictender.com>) which should contain the following:

(a) **Technical Bid (First Envelope)**

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below

- (i) Formats – 7.1, 7.2 (if applicable), 7.3A/ 7.3C, 7.4, 7.5 (if applicable), 7.6, 7.7 (if applicable), 7.8 and 7.9 as elaborated in Clause No. 18, Section-III of the RfS Document.
- (ii) All attachments elaborated in sub-clause (j) of Clause No. 18, Section-III of the RfS Document, with proper file names.
- (iii) All supporting documents regarding meeting the eligibility criteria.

The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

(b) **Financial Bid (Second Envelope)**

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- (i) Financial bid as per Format - 7.10 of this RfS Document
- (ii) Preliminary Estimate of Cost of Solar PV Project as per Format 7.11

Only single tariff bid for all the applied capacity, shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) **In case the Bidder submits the online documents on ISN-ETS Portal within the bid submission deadlines and fails to submit the offline documents in the office of UPNEDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be ‘archived’ on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be opened and the EMD shall be returned to the respective bidder.**

22. NOTICE BOARD FOR DISPLAY

The selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

TUSCO Ltd.: 600 MW Jhansi Solar Park
___ MW Grid Connected Solar PV Project
Operated by
----- (insert name of the SPD)
Village:....., Tehsil.....,
District.....

23. VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to one hundred eighty (180) Days from the last date of submission of response to RfS (“**Bid Validity**”). UPNEDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

24. BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. UPNEDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

- 25.1. Clarifications/ Doubts, if any, on RfS Document may be sought till UPNEDA/TUSCO will make all efforts to respond to the queries.

A compiled list of questionnaires and UPNEDA’s response will be uploaded on the website of UPNEDA for information of all concerned in www.upneda.org.in All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

- 25.2. Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 9415609007,
Tele : 0522-2720779, 0522-2720829
Email: ho_nks@rediffmail.com ; tuscoltd@thdc.co.in; compneda@rediffmail.com
Website: www.upneda.org.in

- 25.3. UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in Section-V of the RfS Document, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

26. RIGHT OF UPNEDA TO REJECT A BID

UPNEDA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to UPNEDA account), without any interests, submitted by the Bidders shall be returned to the respective Bidders.

27. POST AWARD COMPLIANCES

- (a) Timely completion of all the milestones i.e. signing of PPA, Land Right to Use Agreement and Implementation Support Agreement, meeting Financial Closure Requirements / Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. UPNEDA shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.
- (b) Any checklist shared with SPD by UPNEDA for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS, LU&ISA and PPA must be timely submitted by the SPD.

SECTION - IV
QUALIFYING
REQUIREMENTS
FOR BIDDERS

Short listing of Bidders will be based on meeting the following criteria:

1. GENERAL ELIGIBILITY CRITERIA

- 1.1. Company as defined.
- 1.2. Bidding Consortium with one of the Companies as Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
- 1.3. A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

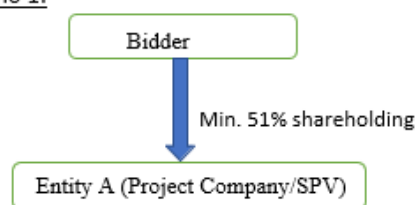
In case the foreign company participating as a member of consortium, the Clause no. 1.7 mentioned below shall be applicable.

- 1.4. Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with UPPCL, Project allocated will be cancelled.
Note: Only those Limited Liability Companies (LLC) which are formed by Companies, shall be eligible.
- 1.5. Limited Liability Partnership (LLPs) are not eligible for participation.
- 1.6. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 1.7. Any consortium, if selected as Successful Bidder, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with Procurer (UPPCL), i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS till COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after SCSD with

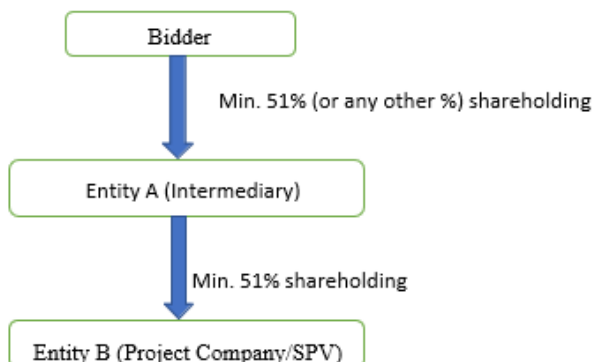
the permission of Procurer (UPPCL), subject to the condition that, the management control remains within the same group of companies.

- 1.8. The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any Government Agency or Authority in India, the Government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies and that there is no litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.
- 1.9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 1.3 and 1.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

2. TECHNICAL ELIGIBILITY CRITERIA

- 2.1. Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

- 2.2. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 13, Section-III of the RfS Document, under the sub title “Financial Closure”. The undertaking shall be submitted as per enclosed Format 7.8.
- 2.3. Detailed technical parameters for Solar PV Projects to be met by SPGs are at **Annexure-A**. The Bidders shall strictly comply with the technical parameters detailed in the **Annexure-A**. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the ALMM List-I under the above Order, valid as on the date of invoicing of such modules.
- 2.4. The Projects shall also comply with the criteria for power generation detailed in Clause No. 8, Section-III of the RfS Document .
- 2.5. The bidders are advised to take cognizance of the O.M. No 283/3/2018 –GRID SOLAR dated 09.03.2021 issued by MNRE, on the subject of “Imposition of Basic Customs Duty (BCD) on Solar PV Cells & Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance, GoI will be applicable on this tender and changes in taxes/Duties on account of the above, will not be considered under “Change in Law” under the PPA.

3. FINANCIAL ELIGIBILITY CRITERIA

3.1. NET-WORTH

- (a) The Net Worth of the Bidder should be equal to or greater than **INR 95,20,000** (Indian Rupees Ninety-Six Lakh Twenty Thousand) **per MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 22-23, if available, or as on the Day at least (seven) 7 Days prior to the bid submission deadline.
- (b) The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS and Bid documents.
- (c) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.
- (d) **Liquidity:** In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least **one** of the following parameters:
 - (i) A minimum annual turnover of **INR 38,52,000/ MW** (Indian Rupees Thirty-Eight Lakhs and Fifty-two Thousand/MW) of the quoted capacity during the previous financial year, 2022-23 or as on the Day at least seven (7) Days prior to the bid submission deadline. It is hereby clarified that “Other Income” as

indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

- (ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 7,70,000/MW** (Indian Rupees Seven Lakhs and Seventy Thousand/MW) of the quoted capacity, as on the last date of previous financial year, 2022-23, or as on the Day at least (seven) 7 Days prior to the bid submission deadline.
- (iii) In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 9,63,000/MW** (Indian Rupees Nine Lakhs Sixty-Three Thousand /MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

- 3.2. The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per **3.1** above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
- 3.3. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- 3.4. A Company/ Consortium would be required to submit annual audited accounts as on the last date of previous Financial Year, i.e. FY 2022-23, if available, or as on the day at least seven (7) Days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual

accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 3.5. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 3.6. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 3.4 above.
- 3.7. In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth requirements, if applicable) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be Rs. 74.90 Crores (70% of Rs. 107 Cr.) and to be met by Consortium Member B would be Rs. 32.10 Crores (30% of Rs. 107 Cr.). Similar methodology shall be followed for computation of turnover and other liquidity requirement.

4. ADDITIONAL ELIGIBILITY CRITERIA

The office memorandum bearing reference no. F.No. 7/10/2021-PPD dated 23 February 2023 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India along with all subsequent amendments and clarifications (**Office Memorandum**) prescribes certain conditions of eligibility for Bidders from countries which share land borders with India, except those countries to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects¹. The conditions of eligibility for such Bidders are as below:

- (a) Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if such Bidder is registered with the Competent Authority (as set out in the Office Memorandum).

In case of such Bidder being a Consortium, all Members of the Consortium should be registered with the Competent Authority.

- (b) For the purpose of this Clause, "Bidder from a country which shares a land border with India" means:
 - (i) an entity incorporated, established or registered in such a country; or

¹ Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken by the Government of India are given on the website of the Ministry of External Affairs, Government of India.

- (ii) a subsidiary of an entity incorporated, established or registered in such a country; or
 - (iii) an entity substantially 'controlled' through entities incorporated, established or registered in such a country; or
 - (iv) an entity whose 'beneficial owner' is situated in such a country; or
 - (v) an Indian (or other) agent of such an entity; or
 - (vi) a Consortium where any Member of the Consortium falls under any of the above provision of this sub-clause (b).
- (c) A "beneficial owner" for the purpose of sub-clause (b) above will be the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a 'controlling ownership interest' or who exercises control through other means.

Explanation: (i) 'controlling ownership interest' for the purpose of sub-clause (c) means ownership or entitlement to more than twenty five percent of Equity of the company;

(ii) 'control' for the purpose of sub-clause (b) and sub-clause (c) shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

Where no natural person is identified, the beneficial owner is the natural person who holds the position of senior managing official.

- (d) For the purpose of sub-clause (b), an agent is a person employed to do any act for another, or to represent another in dealings with any third person.
- (e) All other provisions of the Office Memorandum (except para 17 of the Office Memorandum), whether or not expressly stated in this RFS, will be applicable to this tender and the aforesaid clauses will be interpreted in line with the Office Memorandum.

SECTION - V

BID EVALUATION AND SELECTION OF PROJECTS

1. BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS

2.1. First Envelope (Technical Bid) Evaluation (Step - 1)

The first envelope (Technical Bid submitted online) of only those bidders will be opened by UPNEDA whose required documents as mentioned at Clause No. 21.1, Section-III of the RfS Document are received at the office of UPNEDA on or before the due date and time of bid submission.

- (a) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- (b) Subject to Clause No. 20, Section-III of the RfS Document, UPNEDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UPNEDA may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by UPNEDA within five (5) Days from the date of such intimation from UPNEDA. All correspondence in this regard shall be made through email/ ISN-ETS Portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. UPNEDA shall not be responsible for rejection of any bid on account of the above.
- (c) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

2.2. Second Envelope (Financial Bid) Evaluation (Step - 2)

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- (a) Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- (b) The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for the applied Project. The tariff has to be quoted up to two places of decimal only. If it is

quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

- (c) In this step, evaluation will be carried out for each Project separately based on tariff quoted by Bidders. Tariff has to be less than or equal to **INR 2.70/ kWh** separately for each project. Those bids where tariff quoted for any of the project is more than **INR 2.70/ kWh**, shall be summarily rejected.
- (d) On completion of Techno-commercial bid evaluation for each project, if it is found that only one bidder is eligible for that particular Project, opening of the financial bid of the bidder will be at the discretion of UPNEDA. Thereafter, UPNEDA will take appropriate action as deemed fit.
- (e) If the first-round tariff quoted is same for two or more Bidders for a particular project, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- (f) All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 4.2, Section-V of the RfS Document .
- (g) Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	L1
B2	₹ 2.20 (Tariff in ₹/ kWh)	L2
B3	₹ 2.30 (Tariff in ₹/ kWh)	L3
B4	₹ 2.30 (Tariff in ₹/ kWh)	L3
B5	₹ 2.35 (Tariff in ₹/ kWh)	L4
B6	₹ 2.40 (Tariff in ₹/ kWh)	L5
B7	₹ 2.45 (Tariff in ₹/ kWh)	L6
B8	₹ 2.60 (Tariff in ₹/ kWh)	L7
B9	₹ 2.70 (Tariff in ₹/ kWh)	L8

3. REVERSE AUCTION (STEP - 3)

The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the Day as intimated by UPNEDA to the eligible bidders. Rules of the auction process are brought out below. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-A of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein,

The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

Sk = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards.

SE = (Eligible capacity for award) (i) In case $ST \leq 600$ MW, $SE = 0.8 \times ST$
(ii) In case $ST > 600$ MW, $SE = 0.8 \times ST$ subject to maximum eligible capacity being 600 MW.

$n = \begin{cases} T, & \text{if } T = m \text{ or } m + 1 \\ m + (T - m) / 2, & \text{if } S_m \geq SE \text{ and } T - m \text{ is even} \\ m + (T - m + 1) / 2, & \text{if } S_m \geq SE \text{ and } T - m \text{ is odd} \end{cases}$

Where **m** = Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that $(S_{m-1} < SE \text{ MW and } S_m \geq SE)$ and $1 \leq m \leq T$

Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

For e.g. (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $ST = 1600$ MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	m	SE	n	Shortlisted Bidders for e-RA
1	B3	L1	250	10	5	600 MW	8*	B3
2	B5	L2	150					B5
3	B1	L3	100					B1
4	B4	L3	50					B4
5	B2	L4	50					B2
6	B6	L5	150					B6
7	B7	L6	100					B7
8	B8	L7	200					B8
9	B9	L8	250					B9
10	B10	L9	300					B10

* $n = 5 + (10 - 5 + 1) / 2 = 8$ as per above criteria

- 3.1. At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 3.1, Section-V of the RfS Document .
- 3.2. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS Portal website of reverse auction 15 minutes before the start time of reverse auction.
- 3.3. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- 3.4. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

- 3.5. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- 3.6. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff.
- 3.7. In the bidder's bidding window, the following information can be viewed by the bidder:
 - (a) Its tariff as the initial start price and thereafter last quoted tariff along with the project capacity for which the Bidder is qualified.
 - (b) The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
- 3.8. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:
 - (a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instance.
 - (b) Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instance.
 - (c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

4. SELECTION OF SUCCESSFUL BIDDERS

- 4.1. Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 3.8 above, will be listed in the increasing order of the tariffs discovered at the end of e-RA. The lowest quoting bidder after reverse auction for each project will be selected as successful bidder for that project.
- 4.2. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:
 - (a) In case the cumulative capacity shortlisted as per the range exceeds capacity eligible for award/Maximum capacity, the list of Successful Bidders shall be limited by SE.
 - (b) In a tie among bidders at the end of range, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds Maximum eligible capacity as per RfS, time stamping/Chronology of bid submission shall be used to limit

allocation of cumulative capacity up to Maximum eligible capacity. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the Maximum capacity limit (**600 MW**), will not be eligible to be declared as Successful Bidders. In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to Maximum Capacity as declared in RfS.

- 4.3. In case of a tie among two or more bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follows:

Step 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on.

If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

- 4.4. **Issuance of LOAs:** the end of selection process, a Letter of Award(LOA) will be issued to the successful Bidder for each Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.
- 4.5. In all cases, UPNEDA decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.
- 4.6. In case UPNEDA/TUSCO is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, UPNEDA reserves the right to annul the bid process partially or wholly without any financial implications to any of the parties concerned.

SECTION - VI
OTHER
PROVISIONS

1. ROLE OF STATE NODAL AGENCY

UPNEDA as a State Level Agency will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- (a) Coordination among various State and Central agencies for speedy implementation of projects
- (b) Support during commissioning of projects and getting issue of commissioning certificates from Procurer.

2. ROLE OF STATE TRANSMISSION UTILITY

It is envisaged that the State Transmission Utility will provide external transmission system (from GSS onwards) to facilitate the evacuation of power from the Projects which may include the following:

- (a) Upon application of Connectivity as per SERC Regulations, STU shall coordinate with the SPPD for grant of connectivity
- (b) Coordination among various State and Central agencies for evacuation of power.

3. ROLE OF SOLAR POWER PARK DEVELOPER (SPPD)-TUSCO

The SPPD shall undertake the following activities to achieve the objectives of speedy establishment and implementation of Solar Park in the Host State:

- (a) Develop, plan, execute, implement, finance, operate and maintain the Solar Park.
- (b) Obtain statutory & non-statutory clearances and to make area development plan within Solar Park.
- (c) Frame out transparent project land allotment policy and specify procedures pursuant to the relevant State policies and their amendments thereof.
- (d) Enter into Right to Use agreement and give possession of land within 03 (Three) months from the Effective Date of the PPA to the SPD for the entire period of the Project.
- (e) Work out charges to be paid by the developers for land, connectivity and use of various facilities in the Solar Park.
- (f) Conduct necessary evaluation of environmental and social impacts of utility scale solar deployment before allocating the land to prospective developers.
- (g) Enter into an Implementation Support Agreement with SPDs for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU System.

While it will be the endeavour of the State Agencies /SPPD as described above to facilitate support in their respective area of working but nevertheless, SPD shall be overall responsible to complete all the activities related to Project Development at its own risk and cost.

4. **SCOPE MATRIX**

SPD shall be responsible for undertaking all the preparatory activities like land development, evacuation infrastructure from PV plant up to Pooling Substation (33kV Incomer side), entering into appropriate contracts for development of the Solar Park.

The scope matrix indicating roles and responsibilities of SPPD and SPD are indicated on the table below: -

S. N.	KEY FUNCTIONS	ROLE/ RESPONSIBILITY
1	Land acquisition (lease basis)	SPPD
2	Site development: External boundary fencing, Main gate, Greenbelt development	SPPD
3	Internal Road: Road connectivity to each plot	SPPD
4	Common Road illumination system (internal roads)	SPPD
5	Common water supply infrastructure	SPPD
6	Admin building, Warehouse and parking Space	SPPD
7	Internal power evacuation (Pooling Substations & transmission line from PSS to GSS)	SPPD
8	Connectivity for external evacuation	SPPD
5	Local Area Development (LAD) with collected fund from SPD	SPPD
6	O & M Services of common park facilities provided by the SPPD like roads, internal power evacuation, transmission line, fencing etc. with O&M charges collected from SPD	SPPD
7	Construction of Centralized Weather Monitoring Station (WMS)	SPPD
8	Internal Water Supply Arrangement	SPD
9	Construction of Internal Road Network for each Plot (Inside the individual project)	SPD
11	Construction of Cable Tray and internal Drainage System	SPD
12	Construction of Project office Complex inside project	SPD
13	Construction of Boundary Wall/ Fencing for each Plot/project	SPD
14	Laying of 33kV Cable in Cable Tray	SPD
15	Land Leveling	SPD
16	Project O & M Services (apart from common facilities provided by the SPPD)	SPD
17	Power Evacuation Arrangement up to pooling substations	SPD
19	Installation of Module & Power Generation equipment and evacuation infrastructure up to PSS	SPD
21	Geotech survey and Soil investigation report	SPD

Clearances

22

The clearances required for setting up the Project and the Solar Park shall be borne by the SPDs and the SPPD, respectively.

5. **LIGHTING**

Street lighting shall be planned along the Internal Roads to illuminate the roads & walkways. Area lighting shall be provided for safety and operational needs.

6. **DRAINAGE SYSTEM & SITE LEVELLING, GRADING**

Keeping in view of the topography and flood levels of the area necessary cutting, filling & leveling work shall be taken up by SPD to have different benches suitable to respective project (Plot) requirement as well as compatible with the Road network. The drainage shall be planned according to the final contour of the area after finalizing/ attaining the modified levels after the required cutting, filling & leveling work. There will be main storm drain along the Roadside which will receive inflows from the different blocks drainage system. The grade/ gradient shall be planned keeping in view of the NSL as well as the existing natural drainage line so that the storm water is safely drained off from the Plant/ Project area. This storm water can also be conserved in suitable Pool and can be utilized again. Planning and development of drainage work with the Project shall be the responsibility of SPD and the drainage sys

SECTION - VII
SAMPLE FORMS &
FORMATS FOR
BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section-IV and other submission requirements specified in the RfS:

- (a) Format of Covering Letter (Format 7.1)
- (b) Format for Power of Attorney (Format 7.2)
- (c) Format for EMD (Format 7.3 A/ Format 7.3 A(POI))
- (d) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- (e) Payment on Order Instrument (POI) (Format 7.3 C)
- (f) Format for Board Resolutions (Format 7.4)
- (g) Format for Consortium Agreement (Format 7.5)
- (h) Format for Financial Requirement (Format 7.6)
- (i) Format for Disclosure (Format 7.7)
- (j) Format for Technical Criteria (Format 7.8)
- (k) Format for Proposed Technology Tie-up (Format 7.9)
- (l) Format for submission of Financial Bid (Format 7.10)
- (m) Format for Preliminary Estimate of Cost of Solar PV Project (Format 7.11)
- (n) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
- (o) Check List for Bank Guarantees (Annexure-B)
- (p) List of Banks (Annexure-C)
- (q) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- (r) Terms & Conditions of Reverse Auction (Annexure-E)

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh, India.

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to UPPCL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted more than one response to RfS for Each Project, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project: -

Sr. No.	Project Capacity (in MW)	Proposed CUF
01		

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard PPA documents attached thereto, issued by UPNEDA. In token of our acceptance to the RfS, PPA documents along with the amendments and clarifications issued by UPNEDA, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months of the effective date of PPA.
2. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause No. 11, Section-III of the RfS Document on issue of LoA by UPNEDA for the selected Projects and/ or we are not able to sign PPA with UPPCL within thirty (30) Days of issue of LoA by UPNEDA for the selected Projects, UPNEDA shall have the right to take action as mentioned in Format-7.3A.
3. We have submitted our response to RfS strictly as per Section-VII (Sample Forms and Formats) of this RfS Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.
6. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with UPPCL, committing total equity infusion in the SPV as per the provisions of RfS.
7. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from UPNEDA.
9. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

10. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

11. Contact Person

Details of the representative to be contacted by UPNEDA are furnished as under:

Name :
Designation :
Company :
Address: :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address :

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ Day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... Day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I of the RfS Document.

Earnest Money Deposit
(To be submitted separately for each Project)

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid *inter alia* for Response to RfS for **“Selection of Solar Power Developers for Setting Up of 600 MW Grid Connected Solar PV Power Project in Jhansi Solar Park, Uttar Pradesh”** for meeting the requirements of UPNEDA in response to the RfS dated -----.[*Insert date of RfS*] issued by UPNEDA, (hereinafter referred to as **UPNEDA**) and such UPNEDA / Procurer(s) agreeing to consider the Bid of [*Insert the name of the Bidder*] as per the terms of the RfS, the(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA or its authorized representative at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from UPNEDA or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs.....) only [*Insert amount not less than as calculated as per Section III Clause 10 of RfS*], on behalf of M/s.[*Insert name of the Bidder*].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of EMD in accordance with Section III Clause 10 of this RfS) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees (Rs.....) only. Our Guarantee shall remain in force until [Date to be inserted as per validity mentioned in Section III Clause 10] UPNEDA / Procurer(s) or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date validity mentioned in Section III Clause 10,].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA / Procurer(s) or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA / Procurer(s) or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require UPNEDA / Procurer(s) or its authorized representative to justify

the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA / Procurer(s) or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, UPNEDA / Procurer(s) or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by UPNEDA / Procurer(s) or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA / Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of Section III Clause 10 of RfS],

We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UPNEDA / Procurer(s) or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this Day of at

Witness:

Signature

1.

Name:

Signature

Designation with Bank Stamp

Name and address.

2.

Signature

Name and address

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this Day of 20.....

Note: The Stamp Paper should be in the name of the Executing Bank.

Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in Lieu of BG towards EMD)

(to be submitted separately for each Project)

Registered

No. Date

To

UPNEDA,

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by UPNEDA) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide amendment dated 28th July 2023, issued to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have notified that Earnest Money Deposit (EMD), to be submitted at the time of bidding, by Solar Power developer may be submitted in the form of Bank Guarantee(s); or "Payment on Order instrument"/Letter of Undertaking to pay in case situation of default of solar power generator in terms of RfS documents arises, from Indian Renewable Energy Development Agency (IREDA)/Power Finance Corporation Limited (PFC) and REC Limited (REC).

Also Procurer(s) may release the Bank Guarantees submitted by a Solar Power Generator as 'Performance Bank Guarantee (PBG)' if the Solar Power Generator is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) to pay in case situation of default of Solar Power Generator in terms of RfS documents arises.

2. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees_____only) to M/s _____ (bidder) under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
3. At the request of M/s _____, on behalf of _____(insert name of the bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees_____ (in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS for setting up Solar PV Power Projects of the cumulative capacity of..... MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No.dated..... issued by Uttar Pradesh New and Renewable Energy Development

Agency (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the[Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [Insert Name of the Place from the address of UPNEDA] forthwith without demur on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than that derived in line with Clause 10 of the RfS], only, on behalf of M/s [Insert name of the Bidder].

5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at (.....), agrees to make payment for the sum of Rs. lakhs (in words) to UPNEDA on the following conditions:-
- a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from UPNEDA within the validity period of this letter as specified herein;
 - b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPNEDA;
 - c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPNEDA and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPNEDA made in any format within the validity period. IREDA/REC/PFC shall not require UPNEDA to justify the invocation of the POI against the SPV/SPD/SPG, to make any claim against or any demand against the SPV/SPD/SPG or to give any notice to the SPV/SPD/SPG;
 - g) The POI shall be the primary obligation of IREDA/REC/PFC and UPNEDA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD/SPG;
 - h) Neither UPNEDA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPNEDA in respect of the payment made under letter of undertaking;

6. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
7. In pursuance of the above, IREDA/REC/PFC and UPNEDA have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPNEDA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of PP mentioned above.

Thanking you,
Yours faithfully

For and on behalf of

M/s. _____
(name of the POI issuing agency).

(_____)
General Manager (TS)

Copy to:-

M/s. __PP_____ As per
their request

(_____)
General Manager (TS)

FORMAT FOR PERFORMANCE BANK GUARANTEE
(PBG)

(To be submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project in _____ [insert the name of Plot] Jhansi Solar Park, Uttar Pradesh, India of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by Uttar Pradesh New & Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [*Insert Name of the Place from the address of the UPNEDA*] forthwith on demand in writing from UPNEDA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... UPNEDA shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected Solar Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company, to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank confirmation in this regard is received by UPNEDA.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank and a confirmation in this regard is received by UPNEDA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature: _____
Name: _____
Power of Attorney No.: _____

For
_____ [*Insert Name and Address of the Bank*] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ Day of ____, 20__

Witness:

1.....

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

**Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in lieu of PBG)
(to be submitted separately for each Project)**

Registered

No. _____ Date _____
To _____
UPNEDA,

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by UPNEDA) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. The Ministry of Power, Government of India vide Notification dated 28th July 2023, issued to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have notified that Performance Guarantee (PG), to be submitted at the time of signing of the PPA, by Solar Power developer may be submitted in the form of Bank Guarantee(s); or "Payment on Order instrument"/Letter of Undertaking to pay in case situation of default of solar power generator in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency (IREDA)/Power Finance Corporation Limited (PFC) and REC Limited (REC).

Also, Procurer(s) may release the Bank Guarantees submitted by a Solar Power Generator as 'Performance Bank Guarantee (PBG)' if the Solar Power Generator is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) to pay in case situation of default of Solar Power Generator in terms of Power Purchase Agreement (PPA) arises.

2. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
3. At the request of M/s _____, on behalf of _____(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under RfS for _____(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by Uttar Pradesh New and Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the RfS of[insert the name of the selected Solar Power Developer] (which

expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [Insert Name of the Place from the address of the UPNEDA] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company]

5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to UPNEDA on the following conditions:-
- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of ____ Days of receipt of request from UPNEDA within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPNEDA/UPPCL;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPNEDA and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPNEDA made in any format within the validity period. IREDA/REC/PFC shall not require UPNEDA to justify the invocation of the POI against the SPV/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and UPNEDA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/SPD;

(h) Neither UPNEDA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPNEDA in respect of the payment made under letter of undertaking; Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

7. In pursuance of the above, IREDA/REC/PFC and UPNEDA have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPNEDA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,
Yours faithfully

For and on behalf of
M/s. _____
(name of the POI issuing agency).

()
General Manager (TS)

Copy to:-
M/s. __PP_____ As per
their request

()
General Manager (TS)

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS **under Jhansi Solar Park, Uttar Pradesh, India** vide RfS No. _____ for 'Setting up of 600 MW Grid Connected Solar PV Power Project at Jhansi Solar Park, Uttar Pradesh, India including signing and submission of all documents and providing information/ response to RfS to Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA), representing us in all matters before UPNEDA, and generally dealing with UPNEDA in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- *[Insert the name of other Members in the Consortium]* and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. ***(To be provided by each Member of the Bidding Consortium including Lead Member)***

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. ***(To be passed by the Lead Member of the Bidding Consortium)***

- 3. NOT USED**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS under Jhansi Solar Park, Uttar Pradesh, India and execution of Power Purchase Agreement (in case of Award), against RfS No. _____ dated _____ issued by Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) an agency set up under Societies Act and having its office at Vibhuti Khand, Gomti Nagar, Lucknow-226010

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS UPPCL desires to purchase Power under Setting up of 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh, India;

WHEREAS, UPNEDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by UPNEDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the

RfS for self and agent for and on behalf of Member-2, ----, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained till commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of UPNEDA in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by UPNEDA/UPPCL .
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of UPPCL.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of UPNEDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----
Name:
Address:

2) Signature -----
Name:
Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----
Name:
Address:

(2) Signature -----
Name:
Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

We certify that the Bidding Company/ Member in a Bidding Consortium has a Net Worth of INR Crore (.....in words) as on the last date of previous Financial Year, i.e. FY 2022-23, if available, or as on the Day at least seven (7) Days prior to the bid submission deadline.

This Net Worth has been calculated in accordance with instructions provided in Clause 3.1, Section-IV of the RfS Document as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			

Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR -----
--- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has an Annual Turnover of INR _____ (_____in words) as on the last date of previous Financial Year, i.e. FY 2022-23, or as on the Day at least seven (7) Days prior to the bid submission deadline (*Strike out if not applicable*).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			

Total			

**The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment: INR -----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium has a Profit Before Depreciation Interest and Taxes (PBDIT) of INR _____ (in words) as on the last date of previous Financial Year, i.e. FY 2022-23, or as on the Day at least seven (7) Days prior to the bid submission deadline (*Strike out if not applicable*).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----- Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company* (If Any)	PBDIT (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate PBDIT (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

Membership No.

(Signature and Stamp of CA)

Regn. No. of the CA's Firm:

Date:

Note:

- (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)
DISCLOSURE

Ref.No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To _____

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ under Jhansi Solar Park, Uttar Pradesh and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

Dated the _____ Day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

(To be Submitted Separately for each Project)

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. dated for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Project at JHANSI SOLAR PARK, Uttar Pradesh.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause No. 13, Section-III of the RfS Document** under the title "Financial Closure" that the following details shall be furnished within **09 (Nine) months** of Effective Date of the PPA.

- 1.0 Evidence of achieving complete-tie-up of the Project cost through internal accruals or through a Financing Agency,
- 2.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Copy of Agreement entered with SPPD for the Project in the name of the Solar Power Developer (SPD) and possession taken of land required for the Project.
 - ii) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

Dated the _____ Day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR TECHNICAL DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel. #:

Fax#:

E-mail address#

To

[Enter Address of UPNEDA]

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. _____.

We undertake that M/s _____ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPNEDA for a period of 2 years from the date of default as notified by UPNEDA.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force. We further declare that we have read the provisions of Clause 6.1, Section-III of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, UPNEDA shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ Day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/
Board Resolution/ Declaration.

**DECLARATION BY THE BIDDER FOR THE PROPOSED
TECHNOLOGY TIE-UP**

(To be Submitted Separately for each Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Project Location	
3	Capacity Proposed	MW
4	Number of Projects	
5	Technology Proposed to be adopted for the Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the Proposed Technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

Dated the _____ Day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#:

Fax#:

E-mail address#

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: www.upneda.org.in

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers for Setting up of 600 MW Grid Connected Solar PV Power Projects in Jhansi Solar Park, Uttar Pradesh.

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) (Name of Project-----,----- ---) for a cumulative capacity of ____ MW in India under Jhansi Solar Park, Uttar Pradesh as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of one hundred and eighty (180) Days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ Day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two places of decimals only.*

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

(To be submitted separately for each Project)

Project Capacity: MW

Location:

Sr. No.	Particulars	Estimated Cost (in Lakh INR) (in figures)	Estimated Cost (in Lakh INR) (in words)
1.	PV Modules		
2.	Land Cost		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	Evacuation Cost up to Pooling substation (Cables and Transformers)		
7.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
8.	Others (Please specify)		
9.	Total Project Cost		

Dated the _____ Day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV MODULE QUALIFICATION

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-4: Special requirements for testing of thin-film Cu(In,Ga)(S,Se) based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.

As per Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the grid connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl. No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility –Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility- Interconnected Photovoltaic Inverters
6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test

3. CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

4. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

5. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. WARRANTY

- (a) PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- (b) The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- (c) The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- (d) The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

7. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- (a) Name of the manufacturer of PV Module
- (b) Name of the Manufacturer of Solar cells
- (c) Month and year of the manufacture (separately for solar cells and module)
- (d) Country of origin (separately for solar cells and module)
- (e) I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- (f) Wattage, I_m, V_m and FF for the module
- (g) Unique Serial No. and Model No. of the module
- (h) Date and year of obtaining IEC PV module qualification certificate
- (i) Name of the test lab issuing IEC certificate
- (j) Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. PERFORMANCE MONITORING

As part of the performance monitoring, the following shall be carried out:

- (a) The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to UPNEDA.
- (b) The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to SPPD and UPPCL on line and/ or through a report on regular basis every month for the entire duration of PPA.
- (c) The SPDs shall provide access to UPPCL/ SPPD/UPNEDA or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- (d) All data shall be made available as mentioned above for the entire duration of the PPA.
- (e) The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to UPPCL/UPNEDA.
- (f) Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- (g) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format

9. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV modules from their plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

10. CAPACITY OF SOLAR PV PROJECTS

- (a) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

- (b) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is allowed.
- (c) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 50 MW per unit. In case of part commissioning of 100 MW Project, each unit shall be required to have minimum 50 MW DC Arrays Capacity be installed.
- (d) Provisions of Article 4.6.1 of the PPA with SPD shall apply for the capacity not commissioned by the scheduled commissioning date.

- (e) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

COMMISSIONING PROCEDURE

(This is for Reference only; The Commissioning Procedure will be guided by as per PPA)

Capacity of Solar PV Projects:

- (i) The Project configuration shall be allowed as per the following matrix:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity*	Maximum AC Capacity Limit at Delivery point
1	50 MW	50 MW	50 MW	50 MW

*In case the rated inverter capacity is mentioned in kVA, the IEC test certificate declaring the power factor of the Inverter/PCU at rated power has to be submitted and the power factor shall be multiplied by the kVA rating to calculate the rated capacity of the inverter in kW.

- (ii) The SPD shall be required to demonstrate compliances with the “Technical Requirements for Grid Connected Solar PV Power Plants” as mentioned in the RfS and Guidelines.
- (iii) Higher DC capacity arrays can also be allowed, subject to the condition that the AC capacity limit as mentioned in (i) above for scheduling at the Delivery Point as per Article 4.4 “Right to Contracted Capacity & Energy” of the PPA is complied with.
- (iv) For commissioning of the Project, cumulative capacity of DC arrays and cumulative capacity of the inverters installed shall be considered. In case of part commissioning of the Project, it shall be required to have the DC Arrays Capacity and inverters capacity be installed not less than the proposed part commissioning capacity.
- (v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period will not be considered under PPA.

INSTALLATION REPORT

(To be provided by SPD and to be submitted at most seven (7) Days prior to proposed commissioning date, which shall be verified by Commissioning Committee)

Sr. No.	Capacity of the Project (MW)	
	Capacity already commissioned (MW)	
	Capacity proposed to be commissioned (MW)	
I.	Technology used (Mono/ Multi Crystalline / thin film / Others; please specify along with capacity of each type)	
II.	Type of Tilt (Fixed Tilt/Seasonal Tilt/Tracking)	
III.	Rating of the each module (Wp)	
IV.	Number of modules installed of each type (along with Serial Nos. of all the modules installed)	
V.	Make of Module(s) installed of each type (including name of the Supplier)	
VI.	Number of PCUs / Inverters installed (along with Serial Nos. of all the PCUs/Inverters installed)	
VII.	Make of the PCUs/ Inverters (including name of supplier)	
VIII.	Rating of PCUs/ Inverters	
IX.	Date of installation of full capacity (as per capacity proposed to be commissioned)	
	PV arrays	
	PCUs / Inverters	
	Transformers	
	Capacity of the Project (MW)	

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOA No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	3. FOREIGN BANKS
SBI AND ASSOCIATES	24. A B BANK
1. State Bank of India	25. SHINHAN BANK
2. State Bank of Indore	26. CTBC BANK Co. Ltd.
NATIONALISED BANKS	27. MIZUHO BANK, Ltd.
1. Allahabad Bank	28. Krung Thai Bank Public Company Ltd.
2. Andhra Bank	29. Antwerp Diamond Bank N.V
3. Bank of India	30. Australia And New Zealand Banking Group Limited
4. Bank of Maharashtra	31. Sumitomo Mitsui Banking Corporation
5. Canara Bank	32. American Express Banking Corporation
6. Central Bank of India	33. Commonwealth Bank of Australia
7. Corporation Bank	34. Credit Suisse A.G
8. Dena Bank	35. FirstRand Bank Ltd.
9. Indian Bank	36. Industrial And Commercial Bank of China Ltd.
10. Indian Overseas Bank	37. JSC VTB Bank
11. Oriental Bank of Commerce	38. National Australia Bank
12. Punjab National Bank	39. Rabobank International
13. Punjab & Sind Bank	40. Sberbank
14. Syndicate Bank	41. USB AG
15. Union Bank of India	42. United Overseas Bank Ltd.
16. United Bank of India	43. Westpac Banking Corporation
17. UCO Bank	44. Woori Bank
18. Vijaya Bank	45. Doha Bank Qsc
19. Bank of Baroda	4. SCHEDULED PRIVATE BANKS
2. OTHER PUBLIC SECTOR BANKS	1. Federal Bank Ltd.
1. IDBI Bank Ltd.	2. ING Vysya Bank Ltd.
3. FOREIGN BANKS	3. Axis Bank Ltd.
1. Bank of America NA	4. ICICI Bank Ltd.
2. Bank of Tokyo Mitsubishi UFJ Ltd.	5. HDFC Bank Ltd.
3. BNP Paribas	6. Yes Bank Ltd.

4. Calyon Bank	7. Kotak Mahindra Bank
5. Citi Bank N.A.	8. IndusInd Bank Ltd.
6. Deutsche Bank A.G	9. Karur Vysya Bank
7. The HongKong and Shanghai Banking Corpn. Ltd.	10. Catholic Syrian Bank
8. Standard Chartered Bank	11. City Union Bank
9. SocieteGenerale	12. Dhanlaxmi Bank. Ltd
10. Barclays Bank	13. Jammu & Kashmir Bank Ltd
11. Royal Bank of Scotland	14. Karnataka Bank Ltd
12. Bank of Nova Scotia	15. Laxmi Vilas Bank Ltd
13. Development Bank of Singapore (DBS Bank Ltd.)	16. Nainital Bank Ltd
14. Crédit Agricole Corporate and Investment Bank	17. Ratnakar Bank Ltd
15. Abu Dhabi Commercial Bank Ltd	18. South Indian bank Ltd
16. Bank of Bahrain & Kuwait B.S.C	19. Tamilnadu Mercantile Bank Ltd
17. Mashreq Bank p.s.c	20. DCB Bank Ltd
18. HSBC Bank Oman S.A.O.G	21. IDFC Bank
19. Sonali Bank Ltd.	
20. J. P. Morgan Chase Bank, National Association	
21. State Bank of Mauritius Ltd.	
22. BANK of CEYLON	
23. BANK INTERNASIONAL INDONESIA	

SPECIAL INSTRUCTIONS TO BIDDERS FOR **e-TENDERING AND REVERSE AUCTION**

1. GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these Rfs Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Uttar Pradesh New & Renewable Energy Development Agency (uppcl)* has decided to use the portal <https://www.bharat-electronictender.com> . This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

2. INSTRUCTIONS

2.1. Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-ReverseAuction'

2.2. Broad Outline of Activities from Bidder's Perspective:

- (a) Procure a Digital Signing Certificate (DSC)-Class II and above.
- (b) Register on Electronic Tendering System® (ETS)
- (c) Create Marketing Authorities (MAs), Users and assign roles on ETS
- (d) View Notice Inviting Tender (NIT) on ETS
- (e) For this tender -- Assign Tender Search Code (TSC) to a MA
- (f) Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- (g) Clarification to Tender Documents on ETS
 - (i) Query to UPNEDA (Optional)
 - (ii) View response to queries posted by UPNEDA
- (h) Bid-Submission on ETS
 - (i) Respond to UPNEDA Post-TOE queries
 - (j) Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

2.3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

2.4. Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

- Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from ETS Portal within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.
- To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
Email-ID	<i>support@isn-ets.com [Please mark CC: support@electronictender.com]</i>

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 21.1, Section-III of the RfS Document, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

3. **SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS**

- 3.1. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:
- 3.2. As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- 3.3. **CAUTION:** All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**
- 3.4. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

- 3.5. **The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid.** The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the UPNEDA.
- 3.6. Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to UPNEDA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).
- 3.7. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

4. OTHER INSTRUCTIONS

- 4.1. For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com> , and go to the **User-Guidance Center**
- 4.2. The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.
- 4.3. **Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

5. SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- 5.1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
- 5.2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- 5.3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

- 5.4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- 5.5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
- 5.6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- 5.7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

Note: While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

6. ADDITIONAL DO’S AND DON’TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

- 6.1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
- 6.2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
- 6.3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the e-ReverseAuction as defined by the Buyer organization.
- 6.4. It is important to digitally-sign your ‘Final bid’ after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder’s End:

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), UPNEDA shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-V of the RfS Document and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS Document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS Document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS Document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant UPNEDA guidelines, shall be initiated by UPNEDA
7. The Bidder shall not divulge either his Bids or any other exclusive details of UPNEDA to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - (a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - (b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of UPNEDA, bid process, bid technology, bid documentation and bid details.
 - (c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - (d) Technical and other non-commercial queries (not impacting price) can only be routed to the UPNEDA contact personnel indicated in the RfS Document.
 - (e) Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and UPNEDA.
 - (f) LOA shall be placed outside the ISN-ETS Portale-portal & further processing of the LOA shall also be outside the system.

- (g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS Document.
 - (h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
 - (i) UPNEDA will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - (j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section-V of the RfS Document and other provisions of Reverse Auction in RfS Documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by UPNEDA on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by UPNEDA. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of

connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. UPNEDA shall not be responsible for such eventualities. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

UPNEDA reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

UPNEDA shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of UPNEDA shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS Document and other correspondences, if any, till date.

SCHEDULE OF BID PROCESS

UPNEDA shall endeavor to adhere to the following schedule to conduct the Bid Process:

S. No.	Event Description	Schedule
1	Start of registration, Issue of draft Bid Documents, downloading of the RFP	March 9, 2024
2	Site-Visit	March 18 – 22, 2024
3	Pre-Bid meeting	April 1, 2024
4	Last date for receiving written queries from Bidders	April 2, 2024
5	Response to queries	April 13, 2024
6	Issue of final Bid Documents (after approval of Competent Authority) and E&S Reports	April 23, 2024
7	Bid Submission Deadline	May 8, 2024

SECTION - VIII

DETAILS OF SOLAR PARK

1. SOLAR PARK SCHEME

The provisions of Solar Park Scheme notified by the Ministry of New & Renewable Energy vide No.30/26/2014-15/NSM dated 21st, December, 2017 as amended from time to time, would be applicable for the solar project to be set up in the Solar Park.

2. SOLAR POWER PARK DEVELOPER (SPPD)

- (a) The Solar PV Project to be selected by UPNEDA under this RfS is to be developed inside the Solar Park which is developed by SOLAR POWER PARK DEVELOPER (SPPD).
- (b) TUSCO Limited (TUSCO) is the SPPD for this Solar Park. TUSCO is a joint venture between UPNEDA and THDC India Limited. The SPD after issuance of LoA, will have to approach the SPPD to carry out execution of the SPPD agreement, allotment of land, timelines for availability, possession and connectivity for the projects/plots. The contact details of the concerned SPPD are as follows:

Name and address of the SPPD	TUSCO Limited (TUSCO); Fourth floor, UPNEDA Bhawan, Vibhuti Khand, Gomti Nagar Lucknow, UP - 226010
Details of the Contact Person for the SPPD	Sh. Manoj Sardana Ph: 0522-3515962, 9650493650 Email: tusc solar@thdc.co.in ; msardana@thdc.co.in

3. LOCATION OF SOLAR PARK

Sl. No.	Project Name	Project Capacity (MW)	Injection Point (Nodal Point) Voltage Level (kV)	Location	GPS Coordinates
1	600 MW Jhansi Solar Power Park Tehsil: Garautha, Dist: Jhansi	600	220 kV at GSS end	Vill: Moti katra Bararu, Nadaura, Sujanpura Jashwantpura Pura Jalalpura, Khadaura,	25.50°N 79.31°E 25.51°N 79.37°E 25.51°N 79.37°E 25.51°N 79.36°E 25.59°N 79.36°E 25.47°N 79.37°E 25.47°N 79.34°E 25.46°N 79.31°E

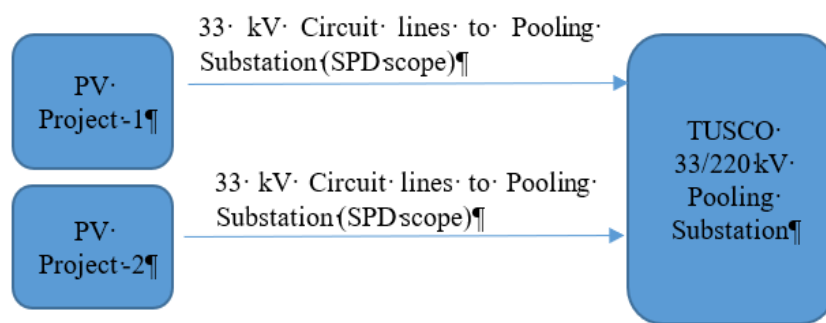
Demarcation of individual Plots will be done by SPPD (i.e. TUSCO).

4. CONNECTIVITY IN SOLAR PARK

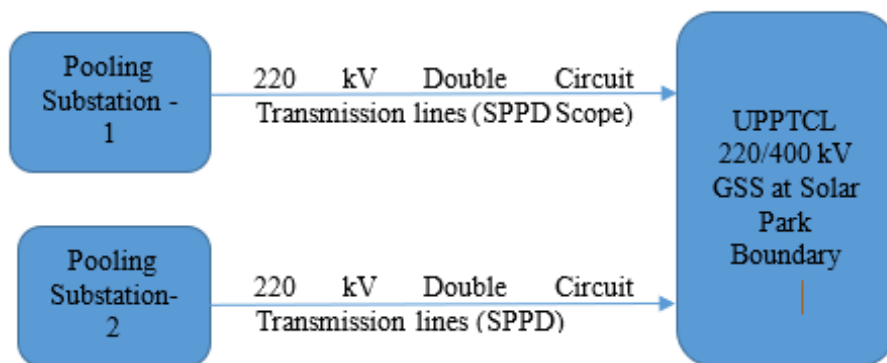
- 4.1. SPPD will be arranging the connectivity for solar park subject to amendment in guidelines of GoUP.
- 4.2. Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the SPD to the extent the delay is attributable to the SPD.

5. Power Evacuation Plan for Projects

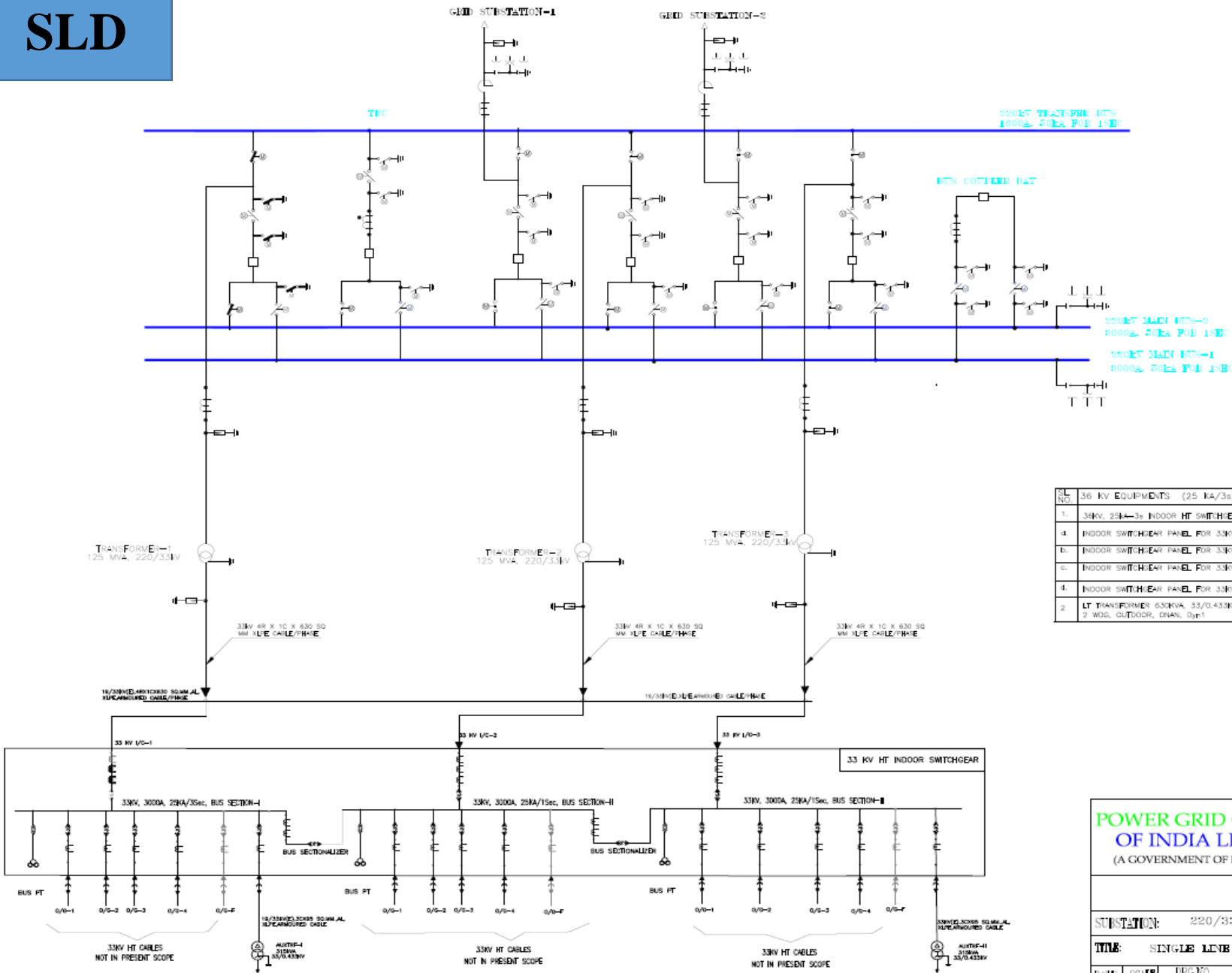
- 5.1. Internal Power Evacuation Plan for Projects: Power evacuation from PV plant to 33kV incomer at 33/220 kV Pooling Substation shall be the responsibility of SPD.



- 5.2. Power Evacuation Plan from Pooling Substation to GSS: Power evacuation from 33kV incomer at Pooling Substation up to 220kV Bays (interconnection point) at UPPTCL Grid Substation shall be the responsibility of SPPD.



SLD



BILL OF QUANTITY - 220kV

SR. NO.	ITEM DESCRIPTION	LEGEND
1	TRANSFORMER	
2	CIRCUIT BREAKER	
3	ISOLATOR WITH ONE EARTH SWITCH	
4	ISOLATOR WITH TWO EARTH SWITCH	
5	T-INDENT ISOLATOR WITHOUT EARTH SWITCH	
6	CURRENT TRANSFORMER	
7	CAPACITIVE VOLTAGE TRANSFORMER	
8	SURGE ARRESTER	
9	WAVE TRAP	

SL. NO.	33 KV EQUIPMENTS (25 KA/3s)	SYMBOL
1.	33KV, 25KA-3s INDOOR HT SWITCHGEAR	--
4.	INDOOR SWITCHGEAR PANEL FOR 33KV OUTGOING FEEDER (800A)	--
1.	INDOOR SWITCHGEAR PANEL FOR 33KV INCOMER FEEDER (2500A)	--
1.	INDOOR SWITCHGEAR PANEL FOR 33KV LT TR. FEEDER (1250A)	--
4.	INDOOR SWITCHGEAR PANEL FOR 33KV BUS PT	--
2.	LT TRANSFORMER 600KVA, 33/0.433KV, 3-PH, 2 WDG, OUTDOOR, 0.9M, 0.9M	

POWER GRID CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)



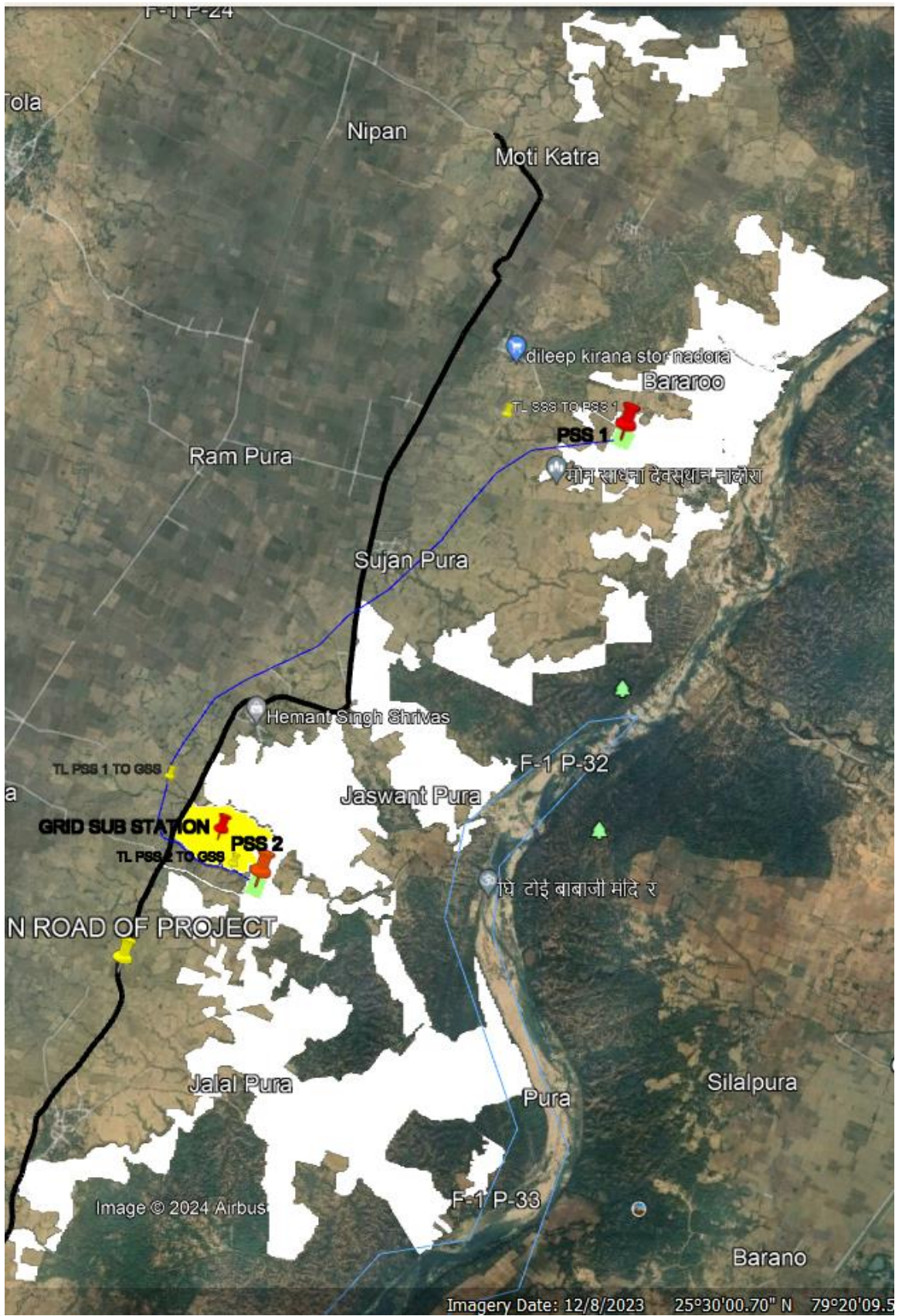
STATION:	220/33 kV Pooling Substation
TITLE:	SINGLE LINE DIAGRAM OF 220/33KV PSS-1&2
DATE:	SCALE: 1/20
DESIGNER:	YES
CHECKED:	C/RTGG-SS, PUD/JUSCO/PSS-1&2/SLD/01
DATE:	0

- 5.3. Interconnection Delivery point will be at the Grid substation and therefore from Pooling substation/switchyard transmission line (PSS to GSS) will be in scope of SPPD.
- 5.4. The O&M of internal power evacuation system is in the scope of SPPD.
- 5.5. The SPD shall not be entitled to any deemed generation in case of any delay in connectivity to the Project.
- 5.6. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPD and any financial implication on account of scheduling and forecasting, Deviation Settle Mechanism etc. shall be on the account of SPDs.
- 5.7. Reactive power charges as per CERC/ SERC regulations shall be payable by SPD as per provisions of PPA.
- 5.8. Metering arrangement of each project shall have to be adhered to in line with relevant clause of PPA, state and central Regulations.

6. Allotment of Plot in Solar Park

- 6.1. The lowest bidder for each Project based on the evaluation method described in Section-V of the RfS Document shall be allotted the respective Project.
- 6.2. The list of selected bidders to whom LOA will be issued will have to approach the SPPD. Based on the LoA, SPPD will allot the land for Project as per its Land allotment policy on due payment and procedures by the selected bidders.

7. Solar Park location: 600 MW Jhansi Solar Power Project (Tentative project layout)



8. Charges towards Solar Park:

The below mentioned charges are payable by the selected SPDs to the SPPD (TUSCO).

8.1. One-time Charges on or before signing of agreements with SPPD:

Sl. No.	Description	Charges (₹)
1	Upfront Solar Park Development Charges	INR 25 Lakh/MW
2	Local Area Development charges	INR 0.5 Lakh/MW
3	Advance Land-lease rent charges in lieu of Land lease rent up to 10 years	INR 10.5 lakh/MW
4	Jhansi Solar Park Success fee Charges	0.85% of PPP Transaction Value
	Total One-Time Upfront Charges	INR 36.00 Lakh/MW (as applicable) + Jhansi Solar Park Success fee Charges

8.2. Annual Park O&M Charges payable by SPD to SPPD shall be:

1. Annual Park O&M Charges INR 2.47 Lakh/MW
(With 5% annual escalation)

8.3. Annual Land lease charges shall be payable by SPD to SPPD after 10 years (for which lease rent will be already recovered in advance as part of one-time upfront charges)

1. Annual Land Lease Charges after 10 years INR 1.215 Lakh/MW
(With first 5% escalation after two years and all subsequent 5% escalations to be after every three year)

GST and all other taxes, duties, cess and other Government levies as applicable on such amounts mentioned under clause 8 shall also be payable to TUSCO by the SPD within 7 (seven) days from the date of issue of an invoice by TUSCO.

The above charges toward Solar Park under clause 8 are tentative, and subject to revision by TUSCO in line with guidelines/policies of GoUP, MNRE etc. as applicable and shall be notified atleast fifteen (15) Days before the bid submission deadline as part of final Bid Documents.

8.4. Additional requirements for Solar Park

- (a) If there is delay on the part of SPPD on account of land allotment, Connectivity etc.; UPNEDA may consider extension in the time for financial closure as per PPA, without any financial implications to the SPD and in no case SPPD shall be responsible for any financial implication arising out of the time extension. UPPCL may also consider granting suitable time extension in SCSD.
- (b) SPDs shall enter into an Land Right to Use Agreement and Implementation Support Agreement with SPPD for Land & associated infrastructure for development of the Project inside the Solar Park, Connectivity with the STU System and all clearances related thereto shall be the responsibility of the SPPD/ SPD.
- (c) For projects inside solar park, the projects developers are required to obtain necessary clearances as required for setting up the Solar PV Power Projects.
- (d) It may be noted that the SPD shall have to carry out Soil Testing, Investigation and Land Development on its own.

- (e) SPPD has already acquired 93% of the required land (2700 acres) at the time of floating of RfS. SPPD shall endeavour to handover complete 2700 acres of land to SPD(s), free of encumbrances during stipulated timeframe. SPPD has been making best of its efforts in procuring the balance land required for the project, and shall make best of the endeavours to handover the remaining land to the SPD. SPDs/SPGs would also optimise their design considerations with a view to optimise utilization of land in a comprehensive manner for targeted project development.
- (f) Additional information related to Solar Park, if required, may be obtained from SPPD.
- (g) Bidders, in their own interest, are advised to visit and examine the Solar Park site as mentioned above where the Solar Power Project is to be developed and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into Power Purchase Agreement (PPA) with UPPCL and other agreements with TUSCO for supply of power.
- (h) The costs of visiting the site shall be borne by the bidder himself. UPNEDA/TUSCO will not assume any responsibility in this regard.